



TMCC

**Truckee Meadows
Community College**

**Nevada Faculty Alliance (NFA)
NFA Contract
2019**

NFA CONTRACT FOR 2019-2022

Truckee Meadows Community College

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Overview

The parties to this agreement are the Board of Regents (BOR) of the Nevada System of Higher Education (NSHE) acting on its behalf and on behalf of the Truckee Meadows Community College (TMCC), (hereinafter collectively and individually called “administration”), and the Truckee Meadows Community College Nevada Faculty Alliance, (hereinafter called “TMCC-NFA”).

Preamble

The intent of both parties in carrying out their responsibilities is to promote the quality and effectiveness of education at TMCC and to establish an orderly procedure for the resolution of differences between the NSHE and the faculty who are members of the bargaining unit. These objectives are best accomplished by a good faith, cooperative and collegial relationship in the Nevada System of Higher Education (NSHE). This Preamble being a statement of intent is not subject to the grievance procedures contained in this Agreement.

Article 1

Recognition

The NSHE hereby recognizes that the TMCC-NFA has been elected as the sole and exclusive representative for purposes of collective bargaining activities as described in the Board of Regents Handbook for all professional employees (including but not limited to the instructional, counseling, and library faculty) employed by TMCC in the professional service of the NSHE for a period exceeding six months at .50 FTE or more, but excluding adjunct faculty members and administrators. See definitions below.

Article 2

Definitions

“A” Contract – Faculty that work for 12 months on a full-time contract. Entitled to regular state and federal holidays. Employees on an “A” contract accrue annual and sick leave. See BOR Title 4, Chapter 3, Section 20

“B” Contract – Faculty that work 172 days per academic year. Employees on a “B” contract do not accrue annual leave but do accrue sick leave and are entitled to regular state and federal holidays and student breaks in conformity with the adopted TMCC academic calendar

Academic Faculty – Instructional faculty, librarians and counselors on professional contracts who create and disseminate scholarly information or provide professional services through teaching, counseling, or library services, as their primary responsibility

Academic Year – the period traditionally between the beginning of the academic term in the fall, and the end of the academic term in the spring as defined by the academic calendar

Administrative Faculty – Administrative Faculty are those on professional contracts who perform responsibilities related to the formation and implementation of managerial policies or general operations of the college, as their primary responsibility. Pursuant to the Board of Regents Code, some Administrative Faculty are not covered by this NFA Contract

Administrator – any Assistant or Associate Dean, Dean, Vice President, or professional employees in the President’s Office, confidential, supervisory or managerial employee or assistant to any of the above named administrators

Bargaining Unit – faculty members who are covered by the NFA contract

Benefits – compensation, leave, or recognition of employees

Contact Hours – the primary unit of measure for workload, and is a unit of instruction whereby faculty are involved with students in a class or laboratory setting. A standard workload is fifteen (15) contact hours per semester

Contract Days – the 172 days “B” contract faculty are required to work per academic year

Fiscal Year – July 1 through June 30

FTE – Full Time Equivalent

Full Load – 30 credit or equivalent teaching per academic year for instructional teaching faculty

Grievance – “A grievance is an act or omission to act by the respective administrations of the System institutions, allegedly resulting in an adverse impact on the employment conditions of a faculty member relating to promotion, appointment with tenure or other aspects of contractual status, or relating to alleged violations of the NSHE Code or institutional bylaws. Decisions of the Board of Regents are not subject to review by grievance procedures. Any decision which involves the nonreappointment to or termination of employment of faculty as provided in Subsections 5.4.2,

Article 2

Definitions

5.8.2, 5.9.1, 5.9.2, 5.9.3 and 5.9.4 of the NSHE Code, or the furlough or lay off of faculty for financial exigency or curricular reasons is not subject to review by grievance procedures.” NSHE Code, Title 2, Section 5.7.2

Grievance Counting Days – always start counting working days excluding the first day, but including the last day

Instructional Faculty – faculty members with teaching as their primary work responsibility, including Department Chairs, Discipline Coordinators, Academic Program Coordinators and Academic Program Directors

Non-instructional Days – non-teaching contract work days for teaching faculty

Overload – compensation paid or work performed beyond the contract determined “full load”

Plus Days – compensated days assigned to do work in addition to the designated ~~duty~~ contract days

Re-assigned/Release Time – teaching load that is reduced in consideration of the performance of alternate duties

Stipend – a monetary compensation for services rendered beyond the base contract

Tenured – faculty members who have been granted tenure by the Board of Regents

TMCC – NFA - collective bargaining unit for faculty members at TMCC

Working days – traditionally Monday through Friday, including holidays not observed by NSHE

Workload – teaching and other assignments that are contractually determined

Article 3

Association Prerogatives and Responsibilities

3.1 Non-Discrimination

1. Both the NSHE and the TMCC-NFA agree that the provisions of this Agreement shall be applied uniformly to all members of the bargaining unit as applicable. The NSHE agrees that it will not discriminate against any member of the bargaining unit with respect to hours, wages, or any other terms and conditions of employment as described in the Board of Regents Handbook and in this Contract by reason of membership in the TMCC-NFA, participation in any lawful activities of the TMCC-NFA, or any grievance, complaint or proceeding under this agreement.
2. The TMCC-NFA agrees that it will represent all members of the bargaining unit fairly and without reference to membership in TMCC-NFA. TMCC-NFA asserts that membership in the TMCC-NFA is not compulsory and that members of the bargaining unit have the right to join or not join the TMCC-NFA as each may decide. Neither TMCC-NFA nor NSHE shall coerce or discriminate against any faculty member in the exercise of such right.

3.2 Contract Administration Training/Attendance at Conventions

TMCC-NFA shall have a total of up to twenty (20) working days paid leave per year to be distributed by TMCC-NFA to delegates to attend contract administration/training conventions. Participation by any one individual will not exceed five (5) working days per year. Each person who will be absent has the responsibility to arrange for a qualified replacement and TMCC shall not be liable for any compensation for the replacement. TMCC-NFA shall provide ten (10) working days' notice to the President of TMCC, or designee, and to the supervisor of the individuals who are seeking to attend such programs

Article 3

Association Prerogatives and Responsibilities

and the identity of the replacements. It is expected that the President, or designee, will approve such requests or present reasons for denial to the faculty member.

Article 4

Academic Year and Instructional Days

4.1 Academic Year

The academic year shall be defined by the academic calendar as approved by the President following the recommendation of the Faculty Senate and the Vice President for Academic Affairs. Calendars are proposed by the Vice President for Academic Affairs in two-year blocks at the beginning of Spring semester. In the absence of any recommendation, the President may determine the academic year.

4.2 Non-Instructional Days

Non-instructional days shall be used for carrying out other professional responsibilities (individual and group work) such as course and curriculum development or revision, student advising, laboratory maintenance, routine preventative shop maintenance, conducting educational research review and/or preparation of audio/visual computer assisted instructional aids, visitation of proposed clinical sites, professional development, etc. Faculty are required to meet departmental and college obligations during non-instructional days.

4.3 Changes in Contract Assignments

1. Faculty shall be offered “A,” “B” or “B+” contracts each year as provided for in the TMCC Workload Policy and Administrative Manual.
2. Changes in contract assignments after the initial assignment which affect compensation and/or hours worked shall first be discussed between administration and the faculty member involved, seeking mutual agreement. If no agreement is reached following this discussion and exploration of alternatives, if any, suggested by the participants a final decision may be implemented at the discretion of administration. If administration chooses to exercise this option after failure to reach agreement through discussion, a minimum of six (6) months advance notice shall be given before any changes in contract

Article 4

Academic Year and Instructional Days

takes effect. Nevertheless, it is recognized that it is in the best interests of TMCC and the faculty if such changes are accomplished by mutual agreement.

4.4 Changes in Campus Assignments

As part of their professionalism and devotion to their students, faculty members recognize that they should teach where their students are available for instruction. With regard to changing assignments from day to night, night to day, from one site to another, or between online and face-to-face instruction, the Department Chair/Director/APC/APD shall take into consideration the preferences of the affected faculty member(s) as well as the needs of the Truckee Meadows Community College students. In the absence of agreement between the Department Chair/Director/APC/APD and the faculty member, the matter may be taken by either party to the Dean for resolution.

4.5 Emergency Changes in Teaching Assignments

In the event of emergency changes in teaching assignments - that is, re-assignments necessitated by unanticipated events (such as enrollment shortfalls requiring course cancellations, illness or resignation) occurring within a period of two (2) weeks before the semester through the end of the semester - the Department Chair/APC/APD may independently determine faculty re-assignment. In making such determination, however, the Department Chair/APC/APD shall take into consideration the preferences of the affected faculty member(s) as well as the staffing needs of the division. Emergency assignments of this kind shall not constitute precedent for assignments in succeeding semesters.

Article 5

Salary

5.1 Definitions

As used in this article:

1. The academic year shall be defined by the academic calendar as approved by the President following the timely recommendation of the Faculty Senate and the Vice President for Academic Affairs. The academic year shall include a period prior to the beginning of instruction and a period following the conclusion of examinations in the Fall and Spring semesters as specified in the academic calendar. The academic year will consist of 172 days.
2. Salary will be governed by the basic concepts of the Community College Faculty Salary Plan and the Community College Academic Salary Schedule as established in the Board of Regents Handbook.

5.2 Placement

1. The Community College Academic Salary Schedule shall govern the placement of a new faculty member on the salary schedule. As specified in the Community College Academic Salary Schedule, “Initial placement for new faculty will be made according to the degrees obtained, related work and teaching experience.” Original placement made upon contract start date can be adjusted following appropriate verification of academic credentials within thirty (30) calendar days from the effective date of employment to establish teaching and related work experience. An equitable system for initial placement shall be developed by the administration and published in the Human Resources Procedures Manual.
2. Consideration will be given to authorizing a higher salary in order to attract an applicant with qualifications in areas pre-defined as difficult to recruit. Human Resources in

Article 5 Salary

consultation with Faculty Senate shall submit recommendations to the President for designating difficult to recruit positions. The President shall review the recommendations, determine the positions that are to be designated difficult to recruit, and forward the same to the Chancellor. Designating difficult to recruit positions will be reviewed on a yearly basis by the NSHE and approved by the Chancellor. The President will make the final determination on initial salary placement for positions determined to be difficult to recruit. (BOR Title 4)

3. At the time of hiring, faculty shall be offered “A”, “B” or “B+” contracts as provided for I the TMCC Workload Policy and Administrative Manual. Workdays for “B” contract faculty in areas such as Counseling or Library that require prescribed staffing periods, shall be selected by the faculty member in consultation with the Director. In the absence of consensus, assignments shall be made by the administration.
4. Existing faculty shall be paid according to the Community College Academic Salary Schedule contained in the Board of Regents Handbook.

5.3 Additional Compensation

Compensation for any work in addition to the “B” contract shall be determined in one of the following ways:

1. If additional work is based upon a fixed number of days as determined by administration after consultation with the faculty member, the following formula will be used.

$$\frac{\text{Faculty member's base salary}}{172 \text{ days}} = \text{daily rate}$$

The daily rate multiplied by the number of days beyond the “B” contract shall equal the additional compensation.

Article 5

Salary

2. If the additional work is based upon completion of a project or assignment and not on a fixed number of days, compensation shall be at a negotiated rate between the faculty member and the Dean and approved by the Vice President.

5.4 Additional Assignments and Special Projects INTENTIONALLY OMITTED

5.5 Movement on the Salary Schedule

Provisions for movement within the Community College Academic Salary Schedule are provided in the Board of Regents Handbook. The Professional Advancement Policy and Procedures, as well as forms, can be found on the HR website.

5.6 Changes in the Salary Schedule

Any Cost Of Living Adjustment (COLA) increases funded by the Nevada Legislature and/or established by the NSHE for all community college faculty occurring before, during, or after ratification of this Contract shall be incorporated into the Salary Schedule base for all employees covered by this Contract.

5.7 Summer School

1. Compensation for summer school shall be paid to members of the faculty under the authority of Board of Regents Handbook and Procedures Manual at their 'B' contract formula rate.
2. Faculty may teach up to nine credits in summer school. Additional credits may be taught under extenuating circumstances when recommended by the Department Chair/APC/APD /Director and with the approval of the Dean and the appropriate Vice President.

Article 5

Salary

3. Department members, in consultation with the department chair shall create an equitable policy for assigning summer classes to interested faculty members. Full time faculty members have the right of first refusal regarding initial assignment of summer classes.

5.8 Workload

The approved TMCC Faculty Workload Policy (See Appendix A) shall be considered part of this contract. This policy may be reviewed and renegotiated by mutual agreement of the TMCC-NFA and administration and amended by a memorandum of understanding to this contract at any time during the contract period.

Article 6

Benefits

6.1 General Provisions

1. The following benefits shall continue according to their own terms unless otherwise addressed by this Contract. Any subsequent increase/addition or decrease/deletion of benefits by the NSHE applicable to all NSHE faculty shall be applicable to all employees covered by this Contract. The following represent current benefits or issues pertaining to benefits covered in the Board of Regents handbook:

- a. Death Benefits
- b. Leave of Absence Without Salary
- c. Sabbatical Leave
- d. Sick Leave
- e. Annual Leave
- f. Family and/or Medical Leave
- g. Military Leave
- h. Judicial Leave
- i. Reduced Appointments for Tenured Faculty
- j. Emeritus Status

Article 6

Benefits

Samples of the benefits provided include (in alphabetical order):

- a. Automatic Withdrawal
- b. Computer Loan Program
- c. Direct Deposit
- d. Employee Assistance Programs
- e. “Grant-In-Aid” Fee Waivers that can be used at all NSHE Campuses
- f. Medicare Participation
- g. Mileage Reimbursement
- h. Voluntary Benefits (Personal Accident, Supplemental Term Life, Cancer Care, Short-Term Disability, Long-Term Care and Auto- Homeowners/Renters, Prepaid Legal, Pet Insurance)
- i. Phased-in Retirement
- j. Retirement: Defined Contribution Plan
- k. Safe Working/Learning Environment
- l. Section 125 Plan
- m. State Deferred Compensation Plan
- n. Tax Sheltered Annuities
- o. Unemployment Compensation Insurance
- p. Worker’s Compensation Insurance
- q. Holidays. The following system-wide legal holidays are provided to members of the bargaining unit:

| | |
|------------------------|-----------------------------|
| January 1 | New Year’s Day |
| 3rd Monday in January | Martin Luther King, Jr. Day |
| 3rd Monday in February | Presidents Day |

Article 6 Benefits

| | |
|---|------------------|
| Last Monday in May | Memorial Day |
| July 4 | Independence Day |
| 1st Monday in September | Labor Day |
| Last Friday in October | Nevada Day |
| November 11 | Veterans Day |
| 4th Thursday in November | Thanksgiving Day |
| Friday following the 4th Thursday in November | Family Day |
| December 25 | Christmas Day |

2. Faculty members covered by this Contract shall be eligible to participate in the System-wide plans, as covered by Section 6.1 of this Contract. Whenever TMCC has the authority to select or recommend representatives to any NSHE committee dealing with compensation and/or benefits which includes one or more academic faculty representatives, at least one TMCC representative on any such committee shall be a TMCC-NFA bargaining unit member and shall be a full member of such committee which includes, but is not limited to, the right to vote and to be reimbursed for related expenses.

6.2 Insurance Programs-Change in Funding or Cost

The NSHE is part of the State Insurance Plan and agrees to make available group medical, vision, dental, life and other appropriate insurance programs as provided in that Plan and as funded by the Legislature. In the case of premium increases not matched by an increase in the appropriation from the legislature, or in the case of a reduction in the legislative appropriation, or in the case of decreased benefits available in the State plan, the TMCC administration will advocate to NSHE to preserve the highest possible benefit levels at the lowest possible cost to unit members. In these situations, the NSHE will also examine the feasibility of either adopting an alternative plan or supplementing the State plan with other available plans.

Article 6

Benefits

6.3 Personal Day

A “B” Contract Faculty member shall have one contract day per academic year to conduct personal business. The faculty member shall obtain prior approval from their supervisor. No class cancellation is permitted. Coverage for classes are the responsibility of the individual taking personal day. Personal days do not rollover, and must be used in the same academic year awarded.

Article 7

Additions to the Workforce

7.1 Selection of Faculty

1. Type of Academic Faculty: A tenured academic faculty position that becomes available will be replaced with a tenure-track position. When there is insufficient time to fill the position with a search as defined in this Article, a temporary (one-year) hire may be made upon consultation with NFA and with the approval of the Dean, Vice President for Academic Affairs, and the President. Temporary (one-year) hires may be rehired beyond one year only if necessary based on a budgetary or programmatic reason that precludes conducting a tenure-track hire. Any extension of the one-year hire must be justified in writing annually and approved by the Vice President of Academic Affairs and the President in consultation with the TMCC-NFA.

Temporary (multi-year) academic positions may be hired on grant or contract related requirements and commitments. These positions shall be approved within the college's budgetary process. Except under unusual circumstances, a new tenure-track or temporary (one-year) faculty position shall be advertised for at least thirty (30) calendar days prior to the date the position is closed. If the search for a temporary (one-year) faculty position is not known until after July 1 for Fall Semester or November 15 for Spring Semester, a ten-day period of advertisement may occur if approved by the Dean. The President may waive these requirements, but only after consultation with the TMCC-NFA with the reasons for the waiver.
2. Except under unusual circumstances, a search committee will be utilized as described in Article 7.2 to hire tenure or tenure-track faculty. The President may waive this requirement, but only after notice to the TMCC-NFA with the reasons for the waiver.

7.2 Faculty Search Committee, Tenure Track Positions

Article 7

Additions to the Workforce

1. A faculty search committee for tenure-track, faculty positions shall be chaired by the Department Chair, Director or Program Coordinator, or their designee, as approved by the Dean.
2. Four (4) other faculty members, preferably tenured, (three (3) from the division – two (2) of whom are from the same discipline as the vacant position if possible, and the fourth from outside the division), selected by a Search Committee chair in consultation with Human Resources will constitute the voting search committee.
3. Because of the unique, departmental, and student perspective that classified employees can bring to searches, it is desirable that (1) one classified employee participate in each search, as an ad hoc observer. This person will be invited to attend all candidate interviews, teaching demonstrations, and informal meetings as time permits to form recommendations that will be shared with the committee Chair and considered by the committee.
4. A representative from Human Resources and/or Equity, Inclusion and Sustainability will provide training in EEO compliance as well as procedures for conducting a search committee meeting and will be available as needed.
5. At the discretion of the search committee, a community representative may also be included as a non-voting member.
6. Based on a review of qualifications, the search committee will forward a recommendation of up to three (3) candidates, including any ancillary information, to the Dean. At any point, a recommendation may include no candidate being put forward for the position and the subsequent reopening of the existing pool of applicants or vacating the entire pool. The Dean will then make a recommendation to

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Additions to the Workforce

the Vice President. If the Vice President does not concur with this recommendation, the decision will be explained to the Dean and the committee. If the President appoints the candidate recommended by the Vice President, the process is complete. If the President does not appoint the recommended candidate, the President will explain this decision to the Vice President, who will explain it to the committee. The committee will then, at its discretion, either recommend other candidates from the existing pool or choose to reopen the search.

7. Whenever possible the search committee will assist with the development of the job announcement.

7.3 Faculty Search Committee, Temporary (One-year) positions

1. The faculty search committee will include a minimum of three faculty members from the department/division, two from the same discipline as the vacant position, if possible, and one of whom serves as Chair, and may include at least one outside member if relevant, selected by the Search Committee Chair in consultation with Human Resources.
2. Given the temporary status of this position, the search process will use a reasonable and economical means to seek qualified candidates, including advertising and travel stipend for candidates except in special circumstances and where additional funds are available.
3. The faculty search committee will follow existing processes in place for tenure-track hires as outlined in the Hiring/Recruitment Manual with the exceptions discussed above regarding the advertisement, the travel budget limit, and the committee composition.

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Additions to the Workforce

4. A representative from Human Resources and/or Equity, Inclusion and Sustainability will provide training in EEO compliance and procedures for conducting a search committee meeting and will be available as needed.

7.4 Tenure Probationary Committee

Once seated a Tenure Probationary Committee member may not be removed from the Committee without justifiable cause and then only with the approval of the Vice President for Academic Affairs in consultation with the NFA.

Article 8

Department Chair Responsibilities and Compensation

8.1 Purpose and Scope

The Department Chair position at Truckee Meadows Community College exists as an academic faculty position. Department Chairs will be members of the bargaining unit. The Department Chair primarily serves as a leader and advocate for his/her departmental colleagues and for the curriculum and programs of the department.

Working collegially with the Dean and the VPAA in a shared governance model, the Department Chair ensures excellent academic program quality. Due to the scope and importance of responsibilities, the Department Chair position at Truckee Meadows Community College is an “A” or “B+” contract, determined by the members of the department in consultation with the Dean based on the workload and responsibilities of that department.

The Department Chair supports the work of faculty in reaching the goals of the department. A tenured faculty member serving as Department Chair shall maintain all rights and privileges of the faculty.

8.2 Departmental Definition

An academic department is a group of academic/instructional disciplines as reflected by the TMCC organizational chart. The organizational structure of departments will be determined by the TMCC Administration with input from the Faculty Senate.

8.3 Duties of the Department Chair

The Department Chair is responsible, either directly or by delegation, for performance of at least the specific duties enumerated below (the duties are not prioritized).

1. Academic Programs

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Department Chair Responsibilities and Compensation

- a. The Department Chair along with the department teaching faculty reviews and evaluates courses taught in the area, overseeing curriculum to ensure it is current with pedagogical and scholarly advances in the discipline.
- b. The Department Chair initiates, plans, oversees implementation of, and reviews the preparation and offering of the academic program/curriculum, the evaluation of transfer credit, the review of course substitutions, and the use of resources in the department, with appropriate involvement of members of the department and approval of the Dean.
- c. The Department Chair, in conjunction with appropriate teaching faculty, works to ensure courses are taught in keeping with the official catalog descriptions, in a professional manner, and at an appropriate level of rigor to ensure academic quality.
- d. The Department Chair develops and validates departmental publications including the class schedule, course catalog, program information pamphlets; and coordinates the updating of departmental web pages.
- e. The Department Chair with faculty, divisional staff and the bookstore, establishes and maintains a default book order list on a semester basis.
- f. The Department Chair meets with the Dean regularly and as needed to exchange pertinent information, plan, and address concerns related to the department.
- g. The Department Chair meets with other Department Chairs regularly and as needed to exchange pertinent information, plan, and address concerns related to the department, the Divisions, and/or the College.
- h. The Department Chair acts as a liaison with the College community and appropriate organizations within and/or outside the College.

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Department Chair Responsibilities and Compensation

- i. The Department Chair coordinates faculty participation in the development and review of learning outcomes and assessment at the course and program level.
- j. The Department Chair coordinates faculty participation in accreditation, certification and with other external organizations.
- k. The Department Chair conducts at least two regular department meetings per semester. On the recommendation of or in consultation with the Dean, other meetings may be called to facilitate department business.
- l. The Department Chair facilitates the discussion and creation of departmental policies such as travel, overloads, or textbooks by the members of the department.

Departmental policies are accepted or rejected by a simple majority of all full time teaching faculty members of the department. “Departmental Policy” as used in this subsection is not a college policy, must be written, and shall not be applied or enforced against any faculty member not a member of the department or program adopting the policy. Department policy cannot conflict with TMCC and NSHE policy. Department policy shall be reviewed by the Dean or appropriate administrator. If there are objections to the policy, the Dean shall return the policy to the Department members for revision. Policies are enacted once approved by the Dean.

- m. Departments may hold confidential, department meetings with department faculty and other appropriate guests invited by the Chair. No official business, motions or votes may take place in these sessions, unless a quorum (50% + 1) of all permanent department faculty members is present.

2. Personnel

Article 8

Department Chair Responsibilities and Compensation

- a. The Department Chair, in conjunction with the Coordinator (if applicable), performs peer observations of part-time and full-time non-tenured faculty.
- b. The Department Chair provides input to the Dean at the time of evaluation of classified staff related to the department.
- c. The Department Chair assists faculty with annual evaluations including communicating with faculty regarding their activities and professional development related to the department and the college.
- d. The Department Chair provides guidance to faculty regarding promotion and tenure.
- e. The Department Chair, with department faculty input, recommends to the Dean/Director workloads for faculty members in accordance with the contract (including course assignments).
- f. Department Chairs in consultation with department faculty shall establish and maintain an equitable process for course assignments.
- g. The Department Chair advocates to the Dean for new faculty appointments, discipline and other coordinators.
- h. The Department Chair manages student workers.
- i. The Department Chair directs coordinators and classified staff to facilitate department business.
- j. The Department Chair forms appropriate committees for the internal work of the Department and solicits members to the committees in consultation with department faculty and when appropriate, in consultation with the Dean.
- k. Department Chairs, in consultation with department faculty members, shall establish or maintain an equitable process for summer school and overload course assignments.

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Department Chair Responsibilities and Compensation

- In initial scheduling of summer school classes, full-time academic faculty have the right of first refusal.
- l. The Department Chair, in conjunction with the Coordinator (if applicable), reviews, screens, and recommends part-time faculty hires from the part-time applicant pool(s).
 - m. The Department Chair coordinates the mentoring and evaluation of part-time faculty.
3. Students
- a. The Department Chair facilitates student advisement in his/her department and communicates regularly and as needed with the Academic Advising department.
 - b. The Department Chair or designee approves course substitutions from student transcripts for degrees and certificates offered by the department.
 - c. The Department Chair cooperates with other members of the College in recruiting students.
 - d. The Department Chair assists areas of the College in retention efforts appropriate to the department and its faculty.
 - e. The Department Chair assists the faculty and the Dean to negotiate the resolution of student issues as appropriate.
4. Budget, Inventory and Facilities
- a. The Department Chair initiates and justifies departmental resources and budget requests and recommends these to the Dean.
 - b. The Department Chair manages and monitors departmental budgets.
 - c. The Department Chair facilitates access to and inventory of equipment and facilities assigned to the department.
 - d. The Department Chair authorizes the distribution of keys to faculty and staff.

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Department Chair Responsibilities and Compensation

5. Miscellaneous Issues

- a. Other duties may be assigned as agreed upon in writing by the Dean and the Department Chair. Any additional duties that are significant enough to require additional compensation will be agreed upon between the Dean and Department Chair.
- b. When a Department Chair is off contract, the Dean or his/her designee will assume responsibility for Department Chair duties. If such duties require the Department Chair's determination per this contract, additional plus days may be provided so the chair can complete those duties.
- c. When a Department Chair is off contract, the Dean will include the department Chair and faculty on decisions critical to the department.
- d. If sabbatical is granted and accepted, a faculty member serving in the Chair position must resign the Chair position.

8.4 Accountability

1. The Department Chair is accountable to the appropriate Dean and Vice President for all of the responsibilities outlined in Article 8.3.
2. Department Chairs are available during high traffic times, excluding classroom time, either on-campus, or via phone or email.
3. The Department Chair's time on campus, including office hours and excluding teaching, shall be consistent with the reassigned time as calculated in 8.8. Hours shall be established in consultation with the Dean to meet the needs of the department.

8.5 Regular Department Chair Elections

Article 8

Department Chair Responsibilities and Compensation

The Department Chair is elected by the department for a term of three (3) years, beginning July 1, following his/her election. The Department Chair may be re-elected to the position.

The procedures will apply to every unit that is considered an academic department.

1. Call for the Election. In the final year of a Department Chair's term, the Dean will give notice of the opening and call for an election at the beginning of the Fall semester. The election will be completed by the end of the Fall semester of the year preceding the scheduled appointment.
2. Voting Rights.
 - a. Academic faculty members have voting rights in one department as indicated by their current contracts and must have at least fifty percent (50%) of their teaching load assigned to that department.
 - b. Administrative faculty members assigned full time to an academic department with at least 50% of their responsibilities in teaching, have voting rights in that department.
 - c. If a faculty member is split 50-50 between two different departments, he/she shall choose one department as their "home" department for the purposes of participating in a department chair election. Voting rights may be re-established every election cycle. An individual cannot vote in more than one department within a three-year period.
 - d. Administrators, including but not limited to Interim Deans, Associate Deans, Deans, Interim Vice Presidents and Vice Presidents, shall not have voting rights in Department Chair elections.
 - e. Human Resources will provide a list of eligible voting members in the department to the Faculty Senate Chair, the Dean, or appropriate designees. The Dean or designee

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Department Chair Responsibilities and Compensation

will confirm the accuracy of the list. The list will include the following information for department members eligible to vote: first and last names, ID numbers and TMCC email addresses.

3. Nominations.
 - a. Nominees must have voting rights in the department and be tenured faculty or tenure-track faculty who will receive tenure before starting a term as Department Chair.
 - b. Nominees may be self-nominated, or nominated by a department faculty member.
 - c. An individual on a leave of absence may become nominee for Department Chair, but only if he or she is scheduled to return from the leave in time to assume the Department Chair's duties at the beginning of the Department Chair's term.
 - d. Former members of a department currently serving in an administrative position are not eligible to become candidates for Department Chair unless they relinquish their administrative positions, return to faculty status, and resume their membership in the department.
 - e. The Faculty Senate Chair or appropriate designee will call for nominations and oversee the nomination process, including verifying that nominees are willing to run for the position. The list of nominees will be reported to the Dean within five (5) working days.
 - f. The Dean will review confirmed nominees before the election begins to assure that all are eligible to serve as Department Chair. Any objections by the Dean to a nominee, in consultation with Human Resources, must be reported to the nominee and to the NFA. If the Dean's objection is contested, the nominee and/or the NFA may pursue grievance procedures.

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g. The Dean shall notify the Faculty Senate Chair or appropriate designee of the suitability of the nominees within five (5) working days. Election will proceed after this five (5) working day period.

4. The Election Process

a. The Faculty Senate Chair, or designee, will oversee confidential electronically controlled balloting distributed to all eligible voters.

b. Eligible voting department members shall elect by a plurality of those voting, a Department Chair.

c. The results will be reported to the Dean within five (5) working days. The Dean shall inform the candidates and the Department members within two (2) working days.

d. The Dean will issue a formal letter of appointment to the newly elected chair.

8.6 Department Chair Evaluation

1. Evaluation in the Discipline

Department Chairs shall be evaluated by the same criteria as used with other faculty.

2. Evaluation as Department Chair

Prior to April 15 of each year, the NFA Chapter President will invite faculty members to comment on the performance of the Department Chair during the present academic year. These comments will be submitted electronically and gathered by the NFA Chapter President who will forward them to the Dean and Department Chair no later than May 1.

The NFA Chapter President shall not disclose any information from this evaluation process to anyone other than the Dean and Department Chair. With regard to Department Chair duties, the Department Chair will be evaluated by the Dean, based upon the

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performance of the duties as outlined in Section 8.3. Deans are encouraged to involve classified staff in Department Chair evaluations.

3. Unsatisfactory Evaluation

If a Department Chair receives an unsatisfactory evaluation for the Department Chair duties as defined in Article 8.3, the Dean with the Department Chair will develop a remediation plan with stated outcomes. Failure to improve pursuant to the remediation plan or a subsequent unsatisfactory evaluation may lead to removal as Department Chair by the Dean with concurrence of the Vice President. Unsatisfactory Department Chair evaluations may be appealed to the Vice President.

8.7 Department Chair Recall, Removal, and Replacement

A Department Chair may be recalled by his/her department s, or removed by the Administration for cause related to refusal to perform the normal duties of the Department Chair, for consistent unsatisfactory performance of the normal duties of the Department Chair or for any other formal causes for discipline specified in NSHE Code, or for extraordinary circumstances. This section of the contract defines how removal may come about and how any vacancies, shall be filled. In the unusual and extreme circumstance that a Department Chair fails to fulfill the responsibilities and carry out the duties of Department Chair because of matters that cannot be made public, confidentiality shall be respected in the removal and election process by all parties involved.

1. Department Chair Recall

- a. To initiate a recall, a written statement setting forth specific complaints as defined above signed by one-third ($\frac{1}{3}$) of all full-time department faculty members (as defined in Article 8.5) shall be presented to the Dean. Within two (2) working days,

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- the Department Chair shall receive this statement from the Dean, and within five (5) working days of receipt of the statement, the Department Chair shall meet to confer with all faculty members of the department. This meeting shall be for the purpose of attempting to find an informal resolution of any complaints set forth in the signed document.
- b. If the complaints are not resolved to the satisfaction of one-third ($\frac{1}{3}$) of the full-time faculty in the Department, the concerned members shall next meet informally with the Dean to discuss the matter and obtain the Dean's assistance in reaching an informal settlement of such complaints. This meeting shall take place within five (5) working days of the meeting with the Department Chair and the Department.
 - c. If an informal settlement to the faculty complaint statement cannot be reached, a recall election may be instituted by a petition signed by one-third ($\frac{1}{3}$) of the full-time department faculty members, not including the Chair, and filed with the Dean of the Division within five (5) working days of the informal resolution meeting with the Dean. The reasons for recall must be stated with specificity and in writing.
 - d. The Dean/designee shall, within five (5) working days, give written notice setting forth the time, date (during the academic year), place and purpose of a meeting to consider the recall petition to all voting department faculty members. At least two-thirds ($\frac{2}{3}$ rds) of the department faculty (excluding the Department Chair) must attend this meeting for the recall election to go forward; otherwise the recall fails.
 - e. The Dean/designee shall oversee the process, preside at the meeting, keep minutes or arrange for them to be kept, and shall remain neutral in the process. The Department Chair may bring an NFA representative, a faculty member of his/her choice from

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- outside the department, and/or an HR representative to the meeting and shall be afforded the opportunity at the Department meeting to answer to the reasons stated in the petition for recall, as well as to ask questions before voting takes place. The Chair of the Faculty Senate shall attend, but shall not participate in the discussion, and shall administer the vote by secret ballot. In the event that the Chair of the Faculty Senate is a member of the Department attempting to recall its Department Chair, the Chair-elect or other designee of the Faculty Senate shall administer the vote by secret ballot. Minutes of the meeting will be made available to Department members, the Department Chair, and the Faculty Senate representative.
- f. A vote by two-thirds (2/3rds) of all the full-time department faculty members (including the Chair) of that Department in the affirmative is required to complete the recall. In order for a faculty member to vote, he/she must attend the meeting. A record of the number of votes cast shall become part of the permanent record. The ballots shall be maintained by the Faculty Senate until any appeal is resolved.
- g. The Dean's/designee's action to implement the Department action to recall a Department Chair shall not be subject to the grievance procedure; however, a Department Chair recalled pursuant to this section may appeal to the President of TMCC. The appeal shall be filed with the President's office within ten (10) working days of the date of the recall vote. The appeal will be a de novo review based on the record from the meeting with the Dean and faculty, at the recall vote meeting and results, as well as a statement made, in writing, by the Department Chair. The decision of the President shall be made within ten (10) working days of the filing of the appeal and is final and not subject to any grievance procedure.

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h. The effective date of recall shall be ten (10) working days after the day of the vote.

The Dean shall notify the faculty of the recall.

i. A recalled Department Chair shall not be eligible for the position of Department Chair until another Department Chair has served in that position and at least one (1) year has elapsed since having been recalled.

2. Department Chair Removal by Administration

a. A Department Chair may be removed from his/her assignment as Department Chair by the President, on the recommendation of the Dean and Vice President, for refusal to perform the normal duties of the Department Chair, for consistent unsatisfactory performance of the normal duties of Department Chair, or for any of the formal causes for discipline specified in NSHE Code, and for failure to improve pursuant to a remediation plan as outlined in section 8.6.3 of this contract. The Department Chair must be given written notice of the allegations supporting the removal and an opportunity to respond. The Dean will submit the written rationale to the chair in question and the appropriate Vice President, and the Department Chair must respond within five (5) working days.

b. If the Department Chair disagrees with the removal, he/she may ask that a Department Review Committee evaluate the written notice of allegations and make a recommendation. The Department's faculty may also implement a Department Review Committee if its members disagree with a duly elected chair's removal. The Department Review Committee shall be comprised of at least three (3) faculty members, two-thirds of which shall come from the full-time faculty in the

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department, with the membership agreed upon by the Department Chair and the Dean.

- c. The Committee's evaluation and recommendation shall be completed within ten (10) working days of the request for review and submitted in writing to the President. The President shall report a final decision in writing within ten (10) working days of receiving the Committee's recommendation to the Department Chair, the Dean, and the appropriate Vice President. Since Department Chairs are elected by their faculty, the recommendation of the committee shall be considered carefully. Adverse rulings against the committee shall occur only in rare instances and for compelling reasons which shall be stated in detail.

3. Replacement Procedures

- a. If a Department Chair is relieved of the duties of Department Chair, the faculty member shall continue as a member of the faculty, with all rights and privileges of the faculty. If the change occurs during a semester and the faculty member is unable to pick up a full teaching load, the faculty member shall be given re-assigned duties by the Dean with the approval by the Vice President.
- b. If, for any reason, the Department Chair's position becomes vacant during an elected Chair's term, an election shall be called and conducted according to 8.5. Emergency elections shall be held as soon as possible and be started within ten (10) working days of the vacancy.
- c. If faculty are off contract or the vacancy occurs too close to the end of the faculty contract to conduct an election according to Article 8.5, the election shall be started

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within ten (10) working days of the first faculty contract day of the semester immediately following the vacancy.

- d. If no eligible member of the Department wishes to serve as Department Chair or a vacancy occurs off contract or too close to the end of faculty contract to conduct an election, the Dean shall appoint, with approval of the Vice President of Academic Affairs, an interim Department Chair, who will serve until a new Department Chair is elected according to Article 8.5. The Dean and Vice President of Academic Affairs must select a faculty member from (in order of preference) i) the same department, ii) another department within the division, or iii) if neither i nor ii are available, teaching faculty college-wide.
- e. If the new Chair is elected or appointed before January 1, the term of this Chair shall extend 2 ½ years past that January to June 30. If the new Chair is elected or appointed after January 1, the term of this Chair shall extend 3 ½ years past that January 1 to June 30.

8.8 Compensation

1. Reassigned Time

- a. Reassigned time for duties as Department Chair will be assigned in multiples of three (3) credits for the academic year. Each Department Chair will receive up to 24 credits of reassigned time per academic year. The appropriate level of reassigned time will be determined by a Department Chair point system evaluation and an audit of departmental responsibilities. Changes to the assignment cannot be made without a formal departmental re-evaluation and will occur annually, unless extraordinary circumstances arise.

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- b. In some departments, it may be appropriate for additional faculty to assist with Department Chair duties. In such a case, a Dean may appropriate a portion of the reassigned time to an additional faculty member in recognition of the shared effort. The point system will be based on broad indicators of Department Chair responsibility common to all departments. Other factors may be considered in the audit.
- c. The data and formula used to calculate a Department Chair’s reassigned time will be provided by Institutional Research, confirmed by the office of the Vice President of Academic Affairs and the Dean, and shared with the Department Chair by the Dean in writing prior to the beginning of the academic year. Any changes to the Department Chair’s reassigned time will be shared by the Dean in writing, prior to the changes taking effect.

Full-time Faculty and Staff: the number of full-time faculty serving in the department during the fall semester of the previous academic year. Includes number of staff in the department and excludes the Chair.

| | | | | | |
|--------------------|-----|-----|-------|-------|-----|
| FT faculty & staff | 1-4 | 5-9 | 10-14 | 15-19 | 20+ |
| POINTS | 1 | 2 | 3 | 4 | 5 |

Part-time Faculty and Staff: the number of part-time faculty and staff serving in a department during the fall semester of the previous academic year.

| | | | | | |
|--------------------|------|-------|-------|-------|-----|
| PT faculty & staff | 1-14 | 15-24 | 25-34 | 35-44 | 45+ |
| POINTS | 1 | 2 | 3 | 4 | 5 |

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Student Credit Hours: the total number of student credit hours taught by the department in the prior academic year.

| | | | | | |
|--------|---------|--------------|---------------|---------------|---------|
| SCH | 1-9,500 | 9,501-13,500 | 13,501-17,500 | 17,501-21,500 | 21,501+ |
| POINTS | 1 | 2 | 3 | 4 | 5 |

Coordinators: the number of faculty who serve in compensated positions as discipline coordinators supporting department chair duties within the given academic year.

| | | | | | |
|--------------|----|----|----|----|----|
| Coordinators | 1 | 2 | 3 | 4 | 5+ |
| POINTS | -1 | -2 | -3 | -4 | -5 |

2. Reassigned Time Calculations

| POINTS | Annual Release |
|--------|----------------|
| 1-3 | 12 |
| 4-6 | 15 |
| 7-9 | 18 |
| 10-12 | 21 |
| 13+ | 24 |

3. Monetary Compensation

Chairs may be placed on an A or B+ contract with approval of the Dean and Vice President according to the following:

- a. Department Chairs placed on a twelve (12) month faculty “A” contract will be paid an additional 20% above the “B” contract.
- b. Department Chairs placed on a B+ contract will be allowed up to thirty (30) plus days. Additional plus days are approved by the Dean and Vice President.
- c. All Department Chairs will receive a \$5000 stipend.
- d. When on a B+ contract, Department Chairs will provide a report twice a year (in July and then in January) representing the number of plus days that they will work over the contract period to be included with their annual contract. These days will be

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- mutually agreed upon with the Dean and changes/substitutions may be made with the concurrence of the Dean before the end of the contract period.
- e. Chairs may elect to receive a stipend in lieu of up to six (6) hours of release time per year.
 - f. No faculty member may have a contract workload in excess of twenty-one (21) instructional units (including release time, stipends, classes, and web classes) in any given semester without approval of the Vice President.

8.9 Training

Department Chairs will receive training while on contract to develop competence in all areas of responsibility related to this position. The Dean and Vice President are responsible for funding this Department Chair training. TMCC NFA will meet with Department Chairs to provide information on the TMCC NFA contract as it relates to the Department Chair's responsibilities.

Article 9

Lead Faculty Responsibilities and Compensation

ARTICLE 9 INTENTIONALLY OMITTED

Article 10

Additional Assignments

10.1 Purpose and Scope

This section is intended to address all Additional Assignments that may be assigned to any person covered by the terms of this Contract. The various positions that are covered may include (but not be limited to) Clinical Coordinator, Discipline Coordinator, Student Learning Outcomes and Assessment Coordinator, Lead Faculty, and any other positions which falls under the category of Additional Assignment.

When the Vice President has determined that there is a need for a special project or assignment, a description shall be disseminated to all employees via e-mail. Faculty who are interested in special assignments are responsible for checking their e-mail accounts. In order to provide that members of the faculty learn of projects or assignments, such descriptions shall be announced a minimum of ten (10) working days prior to the decision to hire. The appropriate TMCC administrator shall make a decision and inform all applicants.

10.2 Authority and Responsibility

Responsibilities may include (but not be limited to) the following representative duties:

1. Provide a communication link between faculty, Department Chair/APC/APD/Director and academic administrators
2. Recommend a schedule of course offerings and faculty schedules to the Department Chair/APC/APD/Director
3. Meet regularly with the academic administrators and Department Chair/Program Coordinator/Director
4. Facilitate group or program meetings
5. Serve as a liaison to the Curriculum Committee
6. Participate in new faculty orientation and faculty mentoring in the discipline

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7. Make recommendations to the Department Chair/APC/APD/Director and the Dean for the program design, development, and review process
8. Make recommendations to the Department Chair/APC/APD/Director and Dean for the discipline review process
9. Assist with new program development
10. Under the supervision of the Department Chair/APC/APD/Director work with Human Resources to recruit, recommend for hire and evaluate part-time faculty
11. Gather and disseminate advisory committee meeting minutes (if appropriate)
12. Secure book orders for part-time faculty
13. When applicable meet with external college faculty for curricular purposes
14. Where applicable, oversee maintenance of facilities such as labs and related equipment

10.3 Accountability

The Faculty Member with an Additional Assignment is accountable to the appropriate Department Chair/APC/APD/Director for all the responsibilities agreed upon in writing at the time of appointment. The Faculty Member will account for the Additional Assignment in a letter report addendum to their Annual Evaluation.

10.4 Appointment

When an Additional Assignment position opens, a description of the position with proposed compensation, including specific start and end dates, shall be disseminated to all eligible employees via e-mail. Any faculty member may apply for this position. Descriptions of these positions shall be posted a minimum of ten (10) working days prior to any decision to hire. The Department Chair/APC/APD/Director shall make a recommendation to the Dean for hire. Additional Assignments shall not extend beyond the fiscal year. The appointment

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Additional Assignments

cannot be unilaterally revoked by the Department Chair/APC/APD, Director, or appropriate Dean unless there is a written evaluation that demonstrates a failure to perform duties as described in the original position announcement or as modified by the procedures described herein, or for cause. The Additional Assignment description and the final negotiated terms of compensation will be published and kept updated online on a page linked to the Vice President of Academic Affairs webpage.

10.5 Disputes, Vacancies, and Removal

A faculty member may be removed from his or her Additional Assignment:

1. By the President, on the recommendation of the Dean and Vice President, from their Additional Assignment for failure or refusal to perform the normal and reasonable duties of their Additional Assignment, or for any of the formal causes for discipline specified in NSHE Code, provided the Faculty member has been given written notice of the allegations supporting the removal and an opportunity to respond.
2. If a Faculty Member is relieved of the administrative duties of the Additional Assignment, the faculty member shall continue as a member of the faculty, with all rights and privileges of the faculty. If the change occurs during a semester so that the faculty member is unable to pick up a full teaching load, the faculty member will be given reassigned duties by the Dean and approved by the Vice President.
3. If the Faculty Member's Additional Assignment becomes vacant due to unexpected prolonged leave, illness, death, resignation, or other circumstances, the Dean will disseminate to all eligible employees via e-mail a description of the position. Descriptions of these positions shall be posted a minimum of ten (10) working days prior to any decision to hire.

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Additional Assignments

10.6 Compensation of Additional Assignments

Compensation for Additional Assignments will be determined as follows:

1. Ratio of one credit of reassigned time to 35 hours and/ or
2. The addition of “plus days” for the year and/or
3. A stipend
4. The total number of credits to be reassigned and/or plus days and/or the stipend will be dependent upon the work to be done as determined by the Department Chair, recommended by the Dean, and approved by the Vice President and will be included in the announcement of the vacancy.
5. When on a B+ contract, Faculty Member will provide a proposed schedule representing the number of plus days that they will work over the contract period to be included with their annual contract. These days will be mutually agreed upon with the Dean and changes/substitutions may be made with the concurrence of the Dean. When additional plus days are approved through the Dean and Vice President, Human Resources will need to be notified so the contract can be revised.
6. Whenever possible the faculty member receiving the assignment will be given the right to choose between course release and a stipend. When this is not possible the Vice President for Academic Affairs will provide an explanation to TMCC-NFA.

Article 11

Academic Program Coordinators and Academic Program Directors

11.1 Purpose and Scope

1. Academic Program Coordinators

The Academic Program Coordinator (APC) position at Truckee Meadows Community College exists as an academic faculty leadership position and as such has both academic and administrative roles. APCs will be members of the bargaining unit. APCs may be on a “B” contract, a “B+” contract, or an “A” contract.

The APC teaches students, provides leadership for the development and support of academic programs, maintains program compliance, manages program budgets, supervises support staff, facilitates faculty calibration, and reports directly to the appropriate Dean. The APC promotes faculty excellence by encouraging professional development and advancing program goals. Faculty members serving as APCs shall maintain all rights and privileges of the faculty.

2. Academic Program Directors

The Academic Program Director (APD) position at Truckee Meadows Community College exists as an academic faculty leadership position and as such has both academic and administrative roles. APDs will be members of the bargaining unit. APDs may on a “B+” or an “A” contract.

The APD teaches students, provides leadership for the development and support of academic programs, maintains compliance and documentation of programmatic accreditation requirements, manages program budgets, supervises support staff, facilitates faculty calibration, and reports directly to the appropriate Dean. The APD promotes faculty excellence by encouraging professional development and advancing program

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Academic Program Coordinators and Academic Program Directors

goals. Faculty members serving as APDs shall maintain all rights and privileges of the faculty.

11.2 Program Definition

1. Academic Program Coordinators

For the purposes of this section of the contract, a program must be approved by the Board of Regents and must meet all of the following criteria:

- a. Must meet external accreditation requirements, including program outcomes
- b. Have entrance (admission) criteria
- c. Upon completion of the program, students take a credentialing exam to qualify for work in the field
- d. Program results in a terminal degree or certificate

2. Academic Program Directors

For the purposes of this section of the contract, a program must be approved by the Board of Regents and must meet all of the following criteria:

- a. Must meet external accreditation requirements, including program outcomes
- b. Have an application process based on special admission criteria beyond prerequisites
- c. Upon completion of the program, students must take a credentialing exam to qualify for work in the field
- d. Program results in a degree or certificate
- e. Program has accreditation-required externships, internships, or clinical experience

11.3 Authority and Responsibility- APCs

1. Academic Programs

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Academic Program Coordinators and Academic Program Directors

- a. The APC reports directly to the Dean and has an administrative role with direct input and supervision of student learning and curriculum management.
- b. The APC coordinates program staff and faculty participation in accreditation, certification and/or other external organizations.
- c. The APC works with the program faculty teaching lab courses, to remain current and compliant with all applicable local, state and federal requirements for student, community, and faculty safety.
- d. The APC provides leadership for curriculum development while working with teaching faculty to review and evaluate courses for industry relevance.
- e. The APC keeps program faculty and Dean aware of program changes, activities, issues, and will meet with the Dean regularly and as needed to exchange pertinent information.
- f. The APC initiates, plans, oversees implementation of, and reviews the preparation and offering of the academic program/curriculum, the evaluation of transfer credit, the review of course substitutions, and use of resources, with appropriate involvement and approval of the Dean.
- g. The APC collaborates with teaching faculty to ensure courses are current with pedagogical and scholarly advances in the discipline, and taught with an appropriate level of rigor, in compliance with the official catalog descriptions, in a professional manner and as required by policies governing NSHE institutions and external accreditation requirements.

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Academic Program Coordinators and Academic Program Directors

- h. The APC develops and validates program publications including the class schedule, course catalog and program information pamphlets; and coordinates the updating of departmental web pages.
- i. The APC works with the faculty, staff and the bookstore to establish and maintain a default book order list on a semester basis.
- j. The APC acts as a liaison with the College community, appropriate organizations and industry representatives.
- k. The APC coordinates at least two regular department meetings per semester. On the recommendation of or in consultation with the Dean, other meetings may be called to facilitate department business.
- l. The APC conducts at least one advisory board meeting per semester.
- m. The APC oversees the program advisory board in accordance with college policy, maintains current bylaws, membership information, and documentation of advisory board activities.
- n. The APC coordinates staff, faculty, and committee participation in the program review process and assessment at the course and program level.
- o. The APC, representing the program, will work cooperatively with others in the organization to achieve program and college objectives.
- p. The APC, in accordance with external accreditation requirements, reviews, assesses and updates program admission criteria (if required).
- q. The APC, in accordance with external accreditation requirements, monitors, maintains, and reviews policies regarding health and safety compliance.

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Academic Program Coordinators and Academic Program Directors

- r. The APC, in accordance with external accreditation requirements, solicits, evaluates, surveys, and maintains all documentation, overall compliance, and required communication with the accreditation organization.
 - s. The APC works with the appropriate TMCC entity to develop, implement, and maintain working agreements, in accordance with external accreditation requirements, with internship and externship locations.
 - t. The APC maintains accreditation-required information regarding student completion, graduate employment, and/or transfer to higher education institutions.
 - u. The APC facilitates discussion and creation of program policies such as travel, overloads, or textbooks by the members of the program. Program policies are accepted or rejected by a simple majority of all full-time members of the program. “Program policy” as used in this subsection is not a college policy, must be written, and shall not be applied or enforced against any faculty member not a member of the program adopting the policy. Program policy shall be reviewed by the Dean or appropriate administrator. If there are objections to the policy, the Dean shall return the policy to the APC for revision. Policies are enacted once approved by the Dean.
2. Personnel
- a. The APC, in conjunction with the Dean, performs peer observations of part-time and nontenured faculty.
 - b. The APC provides input to the Dean on a regular basis and at the time of evaluation regarding part time, full time (nontenured and temporary) faculty and classified staff, and assists all faculty with annual evaluations including communicating with faculty

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- regarding their activities and professional development related to the program and the college.
- c. The APC, with faculty input defines faculty duties, workloads and course assignments in accordance with the contract and communicates these to the Dean.
 - d. APC in consultation with program faculty shall establish and maintain an equitable process for course assignments.
 - e. The APC directs part-time and full-time faculty in the program and program-related classified staff, and manages student workers.
 - f. The APC advocates to the Dean for new faculty appointments.
 - g. The APC coordinates faculty orientation, mentoring and required in-service professional development and provides guidance to faculty regarding promotion and tenure.
 - h. The APC monitors and retains documentation of professional development required by accreditation or certification agencies.
 - i. The APC reviews, screens, and recommends part-time faculty hires from the part time applicant pool.
 - j. The APC, when necessary, acts as chair of the program screening committee and performs all duties associated with the faculty hiring committee chair position.
 - k. The APC serves as first contact for part-time and full-time faculty for academic and other program instructional concerns.
 - l. The APC informs members of the program of upcoming summer school and regular semester overload teaching opportunities. The APC, in consultation with program faculty, assigns summer classes and regular semester overloads to interested faculty

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Academic Program Coordinators and Academic Program Directors

- members. APCs, in consultation with program faculty members, shall establish or maintain an equitable process for summer school and overload course assignments. In initial scheduling of summer school classes, full time faculty have the right of first refusal.
- m. The APCs provides advanced approval for field trips.
 - n. The APCs coordinates the mentoring and evaluation of part-time faculty.
3. Students
- a. The APC facilitates student advisement in his/her program and communicates regularly and as needed with the Academic Advising department.
 - b. The APC facilitates student recruitment efforts in his/her program.
 - c. The APC or designee approves course substitutions from student transcripts for degrees and certificates offered by the department.
 - d. The APC cooperates with other members of the College in recruiting students.
 - e. The APC assists areas of the College in retention efforts appropriate to the program and its faculty.
 - f. The APC assists the faculty and the Dean to negotiate the resolution of student issues as appropriate.
 - g. The APC develops and maintains policies and procedures regarding student safety as they pertain to the program, and monitoring for local, state, and federal compliance.
 - h. The APC is responsible for providing information to students regarding relevant discipline-specific certifications and board examinations.
 - i. The APC monitors employment/program required career examinations results as a method of determining curriculum relevance.

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Academic Program Coordinators and Academic Program Directors

- j. The APC, if applicable, works with the discipline-related community to schedule students in intern/externships as required by external accreditation.
 - k. The APC, if applicable, complies with the protocol of the TMCC Marketing and Communications office by maintaining a student release.
4. Budget, Inventory and Facilities
- a. The APC initiates and justifies departmental resources and budget requests and recommends these to the Dean.
 - b. The APC manages and monitors departmental budgets.
 - c. The APC facilitates access to and manages the inventory of equipment and facilities assigned to the program.
 - d. The APC authorizes the distribution of keys to faculty and staff.
 - e. The APC conducts regular safety inspections of all equipment used by students and ensures students have the equipment required to complete their training in accordance with external accreditation and program protocols.
 - f. The APC develops and manages partnerships with and evaluates any external educational sites for appropriateness as program sites.
5. Miscellaneous
- a. The APC participates in publicity for the department in coordination with Marketing and Communications.
 - b. When an APC is off contract, the Dean or his/her designee will assume the responsibility for the program. If such duties required the APC determination per this contract, additional plus days may be provided so the duties can be completed.

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Academic Program Coordinators and Academic Program Directors

- c. When an APC is off contract, the Dean will include the APC and program faculty on decisions critical to the program.
- d. If sabbatical is granted and accepted, a faculty member serving in the APC position will be replaced as APC for the duration of the sabbatical with another faculty member who meets accreditation standards for the position.
- e. Other duties may be assigned only if agreed upon in writing by the Dean and the APC. These duties may be delegated by the APC. Any additional duties that are significant enough to require additional compensation will be agreed upon between the Dean and the APC.

11.4 Authority and Responsibility – APDs

1. Academic Programs

- a. The APD, reports directly to the Dean and has an administrative role with direct input and supervision of student learning and curriculum management.
- b. The APD coordinates program staff and faculty participation in accreditation, certification and other external organizations.
- c. The APD works with the program faculty teaching lab and clinic courses, to remain current and compliant with all applicable local, state and federal requirements for student, patient, community, and faculty safety.
- d. The APD provides leadership for curriculum development while working with teaching faculty to review and evaluate courses for industry relevance.
- e. The APD keeps program faculty and Dean aware of program changes, activities, issues, and will meet with the Dean regularly and as needed to exchange pertinent information.

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Academic Program Coordinators and Academic Program Directors

- f. The APD initiates, plans, oversees implementation of, and reviews the preparation and offering of the academic program/curriculum, the evaluation of transfer credit, the review of course substitutions, and use of resources, with appropriate involvement and approval of the Dean.
- g. The APD collaborates with teaching faculty to ensure courses are current with pedagogical and scholarly advances in the discipline, and taught with an appropriate level of rigor, in compliance with the official catalog descriptions, in a professional manner and as required by policies governing NSHE institutions and external accreditation requirements.
- h. The APD develops and validates program publications including the class schedule, course catalog and program information pamphlets; and coordinates the updating of departmental web pages.
- i. The APD works with the faculty, staff and the bookstore to establish and maintain a default book order list on a semester basis.
- j. The APD acts as a liaison with the College community, appropriate organizations and industry representatives.
- k. The APD coordinates at least two regular department meetings per semester. On the recommendation of or in consultation with the Dean, other meetings may be called to facilitate department business.
- l. The APD conducts at least one advisory board meeting per semester.
- m. The APD oversees the program advisory board in accordance with college policy, maintains current bylaws, membership information, and documentation of advisory board activities.

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- n. The APD coordinates staff, faculty, and committee participation in the program review process and assessment at the course and program level.
- o. The APD, representing the program, will work cooperatively with others in the organization to achieve program and college objectives.
- p. The APD, in accordance with external accreditation requirements, reviews, assesses and updates program admission criteria and evaluates the application process.
- q. The APD, in accordance with external accreditation requirements, monitors, maintains, and reviews policies regarding immunizations, vaccinations, and health assessments for compliance.
- r. The APD, in accordance with external accreditation requirements, solicits, evaluates, surveys, and maintains all documentation for clinical regulations, overall compliance, mandatory internship/externships/clinical sites, and required communication with the accreditation organization.
- s. The APD works with the appropriate TMCC entity to develop, implement, and maintain working agreements, in accordance with external accreditation requirements for clinical locations and intern/externship offices.
- t. The APD maintains accreditation-required information regarding student completion, graduate employment, and/or transfer to higher education institutions.
- u. The APD facilitates discussion and creation of program policies such as travel, overloads, or textbooks by the members of the program. Program policies are accepted or rejected by a simple majority of all full-time members of the program. “Program policy” as used in this subsection is not a college policy, must be written, and shall not be applied or enforced against any faculty member not a member of the

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program adopting the policy. Program policy shall be reviewed by the Dean or appropriate administrator. If there are objections to the policy, the Dean shall return the policy to the APD for revision. Policies are enacted once approved by the Dean.

2. Personnel

- a. The APD, in conjunction with the Dean, performs peer observations of part-time and nontenured faculty.
- b. The APD provides input to the Dean on a regular basis and at the time of evaluation regarding part time, full time (nontenured and temporary) faculty and classified staff, and assists all faculty with annual evaluations including communicating with faculty regarding their activities and professional development related to the program and the college.
- c. The APD, with faculty input defines faculty duties, workloads and course assignments in accordance with the contract and communicates these to the Dean.
- d. APDs in consultation with program faculty shall establish and maintain an equitable process for course assignments.
- e. The APD directs part-time and full-time faculty in the program and program-related classified staff, and manages student workers.
- f. The APD advocates to the Dean for new faculty appointments.
- g. The APD coordinates faculty orientation, mentoring and required in-service professional development and provides guidance to faculty regarding promotion and tenure.
- h. The APD monitors and retains documentation of professional development required by accreditation or certification agencies.

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- i. The APD reviews, screens, and recommends part-time faculty hires from the part time applicant pool.
 - j. The APD, when necessary, acts as chair of the program screening committee and performs all duties associated with the faculty hiring committee chair position.
 - k. The APD serves as first contact for part-time and full-time faculty for academic and other program instructional concerns.
 - l. The APD informs members of the program of upcoming summer school and regular semester overload teaching opportunities. The APD, in consultation with program faculty, assigns summer classes and regular semester overloads to interested faculty members. APDs, in consultation with program faculty members, shall establish or maintain an equitable process for summer school and overload course assignments. In initial scheduling of summer school classes, full time faculty have the right of first refusal.
 - m. The APD provides advanced approval for field trips.
 - n. The APD coordinates the mentoring and evaluation of part-time faculty.
3. Students
- a. The APD facilitates student advisement in his/her program and communicates regularly and as needed with the Academic Advising department.
 - b. The APD facilitates student recruitment efforts in his/her program.
 - c. The APD or designee approves course substitutions from student transcripts for degrees and certificates offered by the department.
 - d. The APD cooperates with other members of the College in recruiting students.

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- e. The APD assists areas of the College in retention efforts appropriate to the program and its faculty.
 - f. The APD assists the faculty and the Dean to negotiate the resolution of student issues as appropriate.
 - g. The APD develops and maintains policies and procedures regarding student safety as they pertain to the program, and monitoring for local, state, and federal compliance.
 - h. The APD is responsible for providing information to students regarding relevant discipline-specific certifications and board examinations.
 - i. The APD monitors employment/program required career examinations results as a method of determining curriculum relevance.
 - j. The APD, if applicable, works with the discipline-related community to schedule students in clinicals and intern/externships as required by external accreditation.
 - k. The APD, if applicable, complies with the protocol of the TMCC Marketing and Communications office by maintaining a student release.
4. Budget, Inventory and Facilities
- a. The APD initiates and justifies departmental resources and budget requests and recommends these to the Dean.
 - b. The APD manages and monitors departmental budgets.
 - c. The APD facilitates access to and manages the inventory of equipment and facilities assigned to the program.
 - d. The APD authorizes the distribution of keys to faculty and staff.

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- e. The APD conducts regular safety inspections of all equipment used by students and/or on patients, and ensures students have the equipment required to complete their training in accordance with external accreditation and program protocols.
- f. The APD develops and manages partnerships with and evaluates clinical educational sites for appropriateness as program sites.

5. Miscellaneous

- a. The APD participates in publicity for the department in coordination with Marketing and Communications.
- b. When an APD is off contract, the Dean or his/her designee will assume the responsibility for the program. If such duties required the APD's determination per this contract, additional plus days may be provided so the duties can be completed.
- c. When an APD is off contract, the Dean will include the APD and program faculty on decisions critical to the program.
- d. If sabbatical is granted and accepted, a faculty member serving in the APD position will be replaced as APD for the duration of the sabbatical with another faculty member who meets accreditation standards for the position.
- e. Other duties may be assigned only if agreed upon in writing by the Dean and the APD. These duties may be delegated by the APD. Any additional duties that are significant enough to require additional compensation will be agreed upon between the Dean and the APD.

11.5 Accountability – APCs and APDs

- 1. The APC or APD is accountable to the appropriate Dean for all the responsibilities outlined in Article 11.3 or 11.4.

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2. APCs and APDs are available during high traffic times, excluding classroom time, either on-campus or via phone or email.
3. The APC's or APD's time on campus, including office hours and excluding teaching, shall be consistent with the reassigned time as described in 11.8.1 or 11.8.2. Hours shall be established in consultation with the Dean to meet the needs of the program.

11.6 Evaluation – APCs and APDs

1. APCs or APDs shall undergo a performance assessment annually by the appropriate Dean. The scope of this evaluation shall be limited to performance as APC or APD and shall be conducted independently and concurrently with the regular faculty teaching evaluation process.
2. If an APC or APD receives an unsatisfactory evaluation for the duties defined in 11.3 or 11.4, the Dean with the APC or APD will develop a remediation plan with stated outcomes. Failure to improve pursuant to the remediation plan or a subsequent unsatisfactory evaluation may lead to removal as APC or APD by the Dean in concurrence with the Vice President. Unsatisfactory APC or APD evaluations may be appealed to the Vice President.

11.7 Disputes, Vacancies, and Removal – APCs and APDs

1. An APC or APD may be removed from his or her assignment as APC or APD by the President, on the recommendation of the Dean and Vice President for failure or refusal to perform the normal and reasonable duties of APC or APD, or for any of the formal causes for discipline specified in the NSHE Code, provided the APC or APD has been given notice of the allegations supporting the removal and an opportunity to respond.

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2. If the APC or APD is relieved of the administrative duties of APC or APD, the faculty member shall continue as a member of the faculty, with all rights and privileges of the faculty. If the change occurs during the semester so that the faculty member is unable to obtain a full teaching load, the faculty member will be given reassigned duties by the Dean and approved by the Vice President.
3. If the APC's or APD's position becomes vacant, the Dean shall appoint with approval of the Vice President a new APC or APD. The Dean and Vice President must select a faculty member who meets the program accreditation criteria for serving in this role from (in order of preference)
 - a) the same program,
 - b) another program or department within the division,
 - c) college-wide or from the community to serve until a new APC or APD can be hired.

An announcement of the opening to fill this position will be made in a timely manner.

4. When an APC or APD is off contract, the Dean or designee who meets the external accreditation requirements will temporarily assume the responsibility for the APC or APD duties.

11.8 Compensation

1. Academic Program Coordinators

a. Reassigned Time

Each APC will receive three (3) credits of release time per academic semester (fall and spring). The Dean may make a recommendation to the Vice President to increase reassigned time to meet program needs and this shall be agreed upon in the prior academic year. In order for program administrative duties to be completed, APCs on

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an “A” contract will be allotted summer reassigned time dependent upon summer teaching obligations.

b. Monetary Compensation

- i. Based on the scope of responsibilities, the APC position may be a “B”, “B+”, or an “A” contract, determined by the members of the program based on the workload of the program, accreditation requirements, and in consultation with the Dean.
- ii. APDs on a “B+” contract will serve up to thirty (30) plus days and will provide a report to the appropriate Dean representing the number of plus days that they will work over the contract period. These days shall be agreed upon in the prior academic year.
- iii. APCs on a “B” contract will receive a \$2,500 stipend per year for their work as APC. APCs on an “A” or “B+” contract will receive a \$5,000 stipend per year for their work as APCs.
- iv. APCs may elect to receive an overload in lieu of up to six (6) hours of release time per semester.

2. Academic Program Directors

a. Reassigned Time

- i. Each APD will receive six (6) credits of release time per academic semester (fall and spring). The Dean may make a recommendation to the Vice President to increase reassigned time to meet program needs and this shall be agreed upon in the prior academic year. In order for program administration duties to be

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completed APDs on an “A” contract will be allotted summer reassigned time dependent upon summer teaching obligations.

- ii. The APD will receive an additional 3 credits of reassigned time during the semester when accreditation site visit and self-study submission occur.

b. Monetary Compensation

- i. Based on the scope of responsibilities, the APD position may be a “B+” or an “A” contract, determined by the members of the program based on the workload of the program, accreditation requirements, and in consultation with the Dean.
- ii. APDs on a “B+” contract will serve up to thirty (30) plus days and will provide a report to the appropriate Dean representing the number of plus days that they will work over the contract period. These days shall be agreed upon in the prior academic year.
- iii. APDs will receive a \$5,000 stipend per year for their work as APD.
- iv. APDs may elect to receive overload in lieu of up to six (6) hours of release time per semester.

Article 12

Faculty Evaluation Process

12.1 Authority

The Dean will be the final authority for full-time and permanent part-time faculty evaluations.

12.2. The Department Chair/APC/APD/Director will coordinate the evaluation process and make recommendations to the Dean.

12.3 Annual Plan

1. The annual plan sets measurable criteria by which the faculty member notifies their Department Chair/APC/APD/Director and the administration of their professional intent for each academic year. Annual plans are to address four (4) broadly interrelated activities: teaching, professional development, College-wide involvement, and community participation.
2. The criteria set forth in the annual plan are the result of a collaborative effort by the administration and Faculty Senate. The criteria shall reflect and support goals as described in the College Mission Statement. The criteria shall be broad enough in scope that the needs of students, faculty members, and the College are adequately met.
3. Once established, annual plans may be modified by the faculty member as situations or circumstances warrant. It is the responsibility of the faculty member to keep their Department Chair/APC/APD/Director and their administrator apprised of any changes to the annual plan. The most current annual plan shall be used as the evaluative tool in the annual evaluation.

12.4 Tenured Faculty

1. The process begins with the faculty member completing their annual plan prior to the start of the academic year. Faculty members are responsible for satisfying the satisfactory

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elements of the Faculty Evaluation Criteria. Only the faculty member selects the commendable and excellent elements of their annual plan from the Faculty Evaluation Criteria. The faculty member will make his/her annual plan available to the Department Chair/APC/APD/Director and the Dean or designee concerning the criteria selected within the annual plan. There will be general agreement between the faculty member, the Department Chair/APC/APD/Director and the Dean or designee concerning the criteria selected within the annual plan.

- 12.5 At the end of the academic year, faculty members will complete their self-evaluation using the “Truckee Meadows Community College Annual Evaluation Report.” The self-evaluation completed under the section titled Summary of Annual Evaluation reflects the completion of the criteria as set forth in the annual plan.
- 12.6 The Department Chair/APC/APD/Director shall review the faculty members’ self-evaluation for accuracy and completeness. The Department Chair shall state in writing his/her conclusions about the accuracy and completeness of the self-evaluation under the section titled Department Chair’s Comments.
- 12.7 The Dean shall review the contents of the self-evaluation written by the faculty member, and the conclusions of accuracy and completeness as stated by the Department Chair/APC/APD/Director. The Dean shall comment on the Annual Evaluation under the section titled “Dean’s Comments” and provide the signed evaluation to the faculty member in a timely manner before the end of the fiscal year. No unsatisfactory evaluation of a faculty member by the dean shall be permitted after the end of contract days. Any academic faculty member may request and receive his/her evaluation before the end of the faculty annual contract.

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- 12.8 The Dean shall use the contents of the annual self-evaluation, student evaluations, classroom observation(s) where applicable, and elements of the faculty member's annual plan to designate an overall rating for the faculty member under the section "Performance Rating Achieved." The Dean shall provide for a confidential process by which the faculty member can review his or her annual evaluation once it is complete and signed.
- 12.9 Either the faculty member or the Dean may schedule a meeting between the two parties to review the contents of the evaluation. The faculty member will review the annual report and attach their signature indicating they have read the annual evaluation.
- 12.10 In lieu of the Department Chair/APC/APD/Director reviewing the faculty members' self-evaluation, departments may use full-time faculty evaluation committees to read, verify, and state conclusions on full-time self-evaluations.
- 12.11 Unsatisfactory Evaluations of Tenured Faculty
1. Formation of Faculty Support Committee: If after the completion of the process above a tenured faculty member covered by this Contract has received a first unsatisfactory evaluation, the evaluator will, with the agreement of the faculty member, create a three (3) person committee for the purpose of working with the faculty member to improve his/her performance. The faculty member shall choose one (1) member of the committee; the evaluator shall choose another member.
- The two (2) members thus chosen shall meet and choose a third (3rd) member for the committee from an instructional discipline similar to the faculty member's.

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All members of the faculty support committee shall be tenured faculty. All participants in the meeting or hearing must comply with confidentiality requirements related to personnel matters.

2. Duties of Faculty Support Committee: During the semester following the unsatisfactory evaluation, the faculty support committee shall meet with the evaluator to determine the basis for the unsatisfactory evaluation. The committee, with the cooperation of the evaluator, will prepare objectives to be met by the faculty member in regaining a satisfactory level of job performance. The faculty support committee shall then meet with the faculty member for the purpose of preparing a plan to meet the objectives the committee has developed. The faculty member shall be given the opportunity to suggest revisions to the objectives, and the committee shall decide whether these are appropriate. The plan will then be recommended to the evaluator for approval. The faculty support committee shall meet at least twice with the faculty member during the academic year following the first unsatisfactory evaluation for the purpose of reviewing progress and offering assistance in meeting the objectives.
3. Report of Faculty Support Committee: Prior to April 1 in the year following the first unsatisfactory evaluation, the faculty support committee shall submit a report to the appropriate Dean, detailing the objectives that were established and the committee's evaluation of the faculty member's performance in meeting the objectives. A copy of the faculty support committee's report shall be made available to the faculty member under review. The Dean shall prepare the faculty member's evaluation, taking into account the report of the faculty support committee.

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Faculty Evaluation Process

12.12 The grievance process regarding the Annual Performance Evaluation is covered under Article 13.

12.13 Tenure-Track Faculty Performance Evaluation

1. Annual evaluations of tenure-track faculty shall utilize the same process (Article 12.3 & 12.4) as for tenured faculty. Performance evaluations for tenure-track faculty shall include thorough communication and documentation between the candidate, the tenure committee, the Department Chair/APC/APD/Director, and the Dean. The process shall include, but is not limited to, the following procedures:
2. Should the Tenure Committee Chair, the Department Chair/Director/Program Coordinator, or the Dean have concerns about the performance of a tenure-track candidate, they shall document and notify the Tenure Committee Chair and the tenure track candidate in writing in a timely and appropriate manner regarding the nature of the perceived deficiencies or other concerns.
3. The tenure committee shall meet to discuss the concerns, and to review supporting documentation.
4. A proposed plan to remedy the deficiencies or other concerns shall be drafted by the tenure committee chair and discussed with the candidate and the tenure committee.
5. Progress in the form of measurable benchmarks towards remedying the concerns shall be documented. This documentation shall be made available to the tenure committee chair, the tenure committee, the Department Chair/APC/APD/Director/Program Coordinator, and the Dean.

12.14 The Dean or designee will conduct a classroom observation of each full-time tenured faculty member at least once every three (3) years. This will be done on a rotating basis so that one

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third of all the full-time tenured faculty members in the department will be observed each year.

- 12.15 The Department Chair/APC/APD/Director will conduct a classroom observation and evaluation of all non-tenured, temporary faculty once a year. Zero Rank faculty will be evaluated every other year or as deemed appropriate by the Dean.
- 12.16 Online courses are subject to the same academic discipline standards and management as any course in a traditional classroom setting, including assessment and evaluation.
- 12.17 Annual plans may be used by the Dean/Department Chair/APC/APD/Director, incorporating recommendations made during the evaluation process, to mentor faculty. After an annual evaluation process has been signed off by the appropriate Dean, the faculty member and the Vice President for Academic Affairs, that faculty evaluation cycle is considered complete and final.
- 12.18 All Department Chair/APC/APD/Director, conducting classroom observations must comply with confidentiality requirements related to personnel matters.

Article 13

Grievances Regarding Annual Performance Evaluations

Disagreements concerning job performance of full-time faculty covered by this Agreement should be resolved in a timely manner and as close to the perceived problem as possible. All faculty eligible for merit awards as defined in the TMCC bylaws, section J, may grieve the overall evaluation rating from their annual evaluation. A faculty member who seeks to grieve an annual performance evaluation shall proceed as follows:

1. Meeting with Evaluator: The faculty member shall seek a meeting with his/her evaluator, for the purpose of discussing the evaluation. For academic faculty the evaluator shall be a Dean or Director. For administrative faculty the evaluator shall be the supervisor. The faculty member shall contact the evaluator to request such a meeting within ten (10) working days of the receipt of the evaluation report. The faculty member may be accompanied by a TMCC-NFA representative if the faculty member so chooses. The faculty member shall notify the evaluator at the time the meeting is set if he/she will be accompanied by a TMCC-NFA representative. The evaluator may then choose to be accompanied by an administrative representative. Otherwise the meeting shall be limited to the faculty member and the evaluator. All participants at the meetings or hearings must comply with confidentiality requirements related to personnel matters. The evaluator shall issue a written determination within ten (10) working days of the meeting. Such a determination shall state if the prior annual performance evaluation shall be maintained or modified/replaced. A copy of said determination shall be given to the faculty member in a timely manner.
2. Written Statement to Annual Performance Rating Appeals Committee (APRAC): If the faculty member is not satisfied with the results of the meeting with the evaluator, the faculty member may choose to submit a written statement to the APRAC clearly

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outlining the portions of the written evaluation they disagree with and the reasons for the disagreement. This statement shall be submitted within ten (10) working days of receipt by the faculty member of the written determination statement. The statement shall be attached to the faculty member's written performance evaluation and become a permanent part thereof.

3. Appeal to Annual Performance Rating Appeals Committee: The written statements of the evaluator and the faculty member shall be reviewed by the APRAC. There shall be an academic faculty APRAC and an administrative faculty APRAC to review evaluations of the respective faculty. The Annual Performance Rating Appeals Committees shall be comprised of three (3) faculty members appointed by the Faculty Senate, and cannot include the affected faculty member. The academic APRAC shall have at least two academic faculty members, and the administrative APRAC shall have at least two administrative faculty members. The APRAC shall review cases and issue a written statement within ten (10) working days of the faculty member's request. The written statements produced by the evaluator, the faculty member and the APRAC will be reviewed by the appropriate Vice President or senior staff member in a timely manner. For academic faculty the Vice President of Academic Affairs shall be the reviewer. For administrative faculty the appropriate senior staff member as determined by the president shall be the reviewer. The decision from the reviewer shall be final and cannot be further appealed and shall become a part of the evaluation documentation.
4. The appeals process shall be finalized by June 26th of the year in which the evaluation was performed unless extended by agreement of the faculty member and the evaluator's supervisor or designee.

Article 14

Grievances – Other Than Annual Performance Evaluations

14.1 Definitions

1. Grievant: A grievant shall be a member of the bargaining unit who, at the time of the alleged violation, has rights under a provision(s) of this Contract alleged to have been violated. A grievant shall also mean the TMCC-NFA where it has rights under a provision(s) of this Contract alleged to have been violated.
2. Grievance: “A grievance is as an act or omission to act by the respective administrations of the System institutions, allegedly resulting in an adverse impact on the employment conditions of a faculty member relating to promotion, appointment with tenure or aspects of contractual status, or relating to alleged violations of the NSHE Code, or institutional bylaws. Decisions of the Board of Regents are not subject to review by grievance procedures. Any decision which involves the nonreappointment to or termination of employment of faculty as provided in Subsections 5.4.2, 5.8.2, 5.9.1, 5.9.2, 5.9.3 and 5.9.4 of the NSHE Code, or the furlough or lay off of faculty for financial exigency or curricular reasons is not subject to review by grievance procedures.” NSHE Code, Title 2, Section 5.7.2.
3. Days: For purposes of this Grievance Procedure, days shall mean working days (Monday through Friday and non-holidays) within the approved academic calendar. The timeline is not counted while the faculty member is off contract.

14.2 Time for Filing Grievance

If an individual wishes to file a grievance, the grievance must be filed with the TMCC Human Resources Office on forms to be provided by the TMCC Human Resources office (or the Web site) within:

1. Ten (10) working days following the act or omission giving rise to the grievance; or

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Grievances – Other Than Annual Performance Evaluations

2. Ten (10) working days following the first time the grievant knew or should have known of the act or omission, if that is later. In this case the document must identify when the grievant first learned of the act or omission.

14.3 Content of Initial Filing

The initial filing shall contain the grievant's:

1. Name
2. Office and home address
3. Description of the act or omission which gave rise to the grievance including the date of such act or omission, the Code, Bylaws or Contract section allegedly violated, if any
4. Remedy sought

14.4 Grievances Regarding Other Than Annual Performance Evaluations

Disagreements allegedly resulting in an adverse impact on the employment conditions of a faculty member relating to salary, promotion, appointment with tenure or aspects of contractual status, or relating to alleged violations of The Nevada System of Higher Education Code, institutional bylaws, or this Contract should be resolved in a timely manner and as close to the perceived problem as possible. A faculty member who seeks to grieve any of these issues shall proceed as follows:

1. Initial Meeting: The Dean, or designee, shall offer to meet with the grievant within ten (10) working days of the filing of a grievance. The meeting shall be informal in nature. The grievant shall have the opportunity to explain the circumstances surrounding the grievance and present witnesses, if any. The Dean, or designee, shall respond with a decision in writing to the grievance in writing within ten (10) working days following the meeting. The Dean, or designee, shall transmit one copy of the decision document to the

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grievant and one copy to the TMCC-NFA. The decision document shall provide reasons for the decision.

2. Appeal to Vice President: If the grievant is not satisfied with the decision arising from the initial meeting, the grievant may appeal that decision to the appropriate Vice President, or designee, by filing an appeal with the TMCC Human Resources Office on forms to be provided by the TMCC Human Resources Office. The appeal must be filed within ten (10) working days following the issuance of the decision document arising from the initial meeting. The Vice President, or designee, shall offer to meet with the grievant within ten (10) working days following the filing of the appeal, and grievant shall have the opportunity to explain the circumstances surrounding the grievance. The meeting shall be informal in nature. The grievant shall not present witnesses at this meeting, but witnesses may be invited at the discretion of the Vice President or designee. The Vice President, or designee, shall issue a written decision to the President, which is advisory only, within ten (10) working days following the close of the meeting. The Vice President, or designee, shall transmit one copy to the grievant and one copy to the TMCC-NFA. The decision document shall provide reasons for the decision.
3. Appeal to President: If the grievant is not satisfied with the decision from the appeal to the appropriate Vice President or designee, the grievant may appeal that decision to the President by filing an appeal with the Office of the President on forms to be provided by the TMCC Human Resources Office within ten (10) working days following the issuance of the decision document from the appeal to a Vice President or designee. The appeal shall indicate whether a meeting with the President is requested. The President, or designee, shall offer to meet with the grievant within twenty (20) working days following

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the receipt of the appeal. The meeting shall be informal in nature. The grievant shall have the opportunity to explain the circumstances surrounding the grievance and the appeal. Witnesses will not be permitted at the meeting with the President. Witnesses may be invited at the discretion of the President, or designee. If the grievant does not request a meeting, the grievant shall submit a brief statement (10 pages or less) explaining why the decision from the Vice Presidential appeal was in error. The President shall issue a decision in writing within twenty working days following the meeting, if any, or following the filing of the appeal with the President's Office in the event no meeting is held. The President shall transmit one (1) copy to the grievant and one (1) copy to the TMCC-NFA. The decision document shall provide reasons for the decision.

4. Appeal to the Chancellor: If the grievant is not satisfied with the President's decision, the TMCC-NFA may appeal to the Chancellor by filing an appeal with the Office of the Chancellor on forms to be provided by the TMCC Human Resources Office within twenty (20) working days following issuance of the decision document from the President or designee. The appeal shall indicate whether a meeting with the Chancellor is requested and shall contain a brief statement why the decision document from the President or designee is unsatisfactory. Within twenty (20) working days following receipt of the appeal, the Chancellor, or designee, shall offer to meet with the TMCC-NFA and the meeting, if any, shall be held within twenty (20) working days thereafter. The TMCC-NFA shall have the opportunity to explain the circumstances of the appeal at this meeting. The meeting shall be informal in nature. Neither witnesses nor the grievant is normally expected to be present at the meeting with the Chancellor, but may be called by mutual Contract between the TMCC-NFA and the Chancellor, or designee. The

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Chancellor, or designee, shall issue a response within twenty (20) working days following the close of the meeting. If no meeting is requested, the Chancellor, or designee, shall, after reviewing the appeal documents issue a response to the TMCC-NFA in writing within twenty (20) working days following the filing of the appeal. The Chancellor shall have the discretion to consult with individuals or committees, including faculty members at TMCC or at other institutions, regarding grievances appealed to the Chancellor. The decision of the Chancellor shall be final and binding on the parties.

14.5 Timeliness; Filing; Issuance of a Decision

A grievance or an appeal shall be considered filed at the time a copy of the grievance or appeal is presented to the appropriate office as specified in this grievance procedure. A decision shall be considered issued at the time it is handed personally to the grievant or mailed return-receipt-requested, in an envelope bearing proper postage and an address indicated by the grievant on the initial grievance or at such other address subsequently indicated by the grievant in writing to the office issuing the response. If mailed, the date of issuance shall be five (5) working days following the U.S. postal service postmark.

14.6 Failure to Respond

Failure at any step of this procedure to issue a decision document within the time limits specified shall mean that the grievant may deem the grievance to be denied and may, therefore, appeal to the next step. Failure at any step of this procedure to appeal a decision to the next step within the time specified shall be deemed an acceptance of the decision.

14.7 Representation

Faculty members have the right to present a grievance to TMCC and to have a grievance adjusted without intervention of the TMCC- NFA except in an appeal to the Chancellor. All

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documents used by the grievant in presenting the grievance shall be made available to TMCC in a timely and expeditious manner. All documents relevant to the process of the grievance requested by the grievant shall be made available to the grievant in a timely and expeditious manner. Any dispute over documents and their confidentiality shall be resolved by TMCC's system attorney.

14.8 Consolidation of Grievances

Two (2) or more grievances involving the same act or omission and violation of this Contract may be consolidated for processing.

14.9 Meetings

Meetings, for the purpose of discussing a grievance, shall be held at mutually agreeable places and times during working hours, unless agreed to in advance by all involved.

14.10 Retaliation

No retaliation shall be taken against any employee by reason of having filed a grievance or participated in a grievance meeting.

14.11 Expenses

Each party to a grievance shall bear the expense of presenting its case.

14.12 Complaints of Sexual Harassment; Other Grievance Procedures

Complaints of sexual harassment may be brought in other procedures that may exist at TMCC, within the NSHE, or through state or federal procedures established for that purpose, but not through this grievance procedure. In all other respects, this procedure is the exclusive grievance procedure available to members of the bargaining unit, except as otherwise provided in this Contract.

Article 15

Retrenchment

15.1 Financial Exigency Procedural Interpretations

In the event a financial exigency is declared by the Board of Regents under the provisions of the NSHE code, affecting faculty members at TMCC, the provisions shall be implemented consistently in accordance with the following interpretations:

1. In order to assure sufficiently broad faculty representation on the ad hoc financial exigency committee, the President of TMCC agrees that the number of persons to serve on the committee, which shall be determined by the President in accordance with the NSHE Code, shall be no fewer than eleven (11) in the case of a retrenchment that affects faculty members across the campus as a whole. The Faculty Senate as a body according to its bylaws shall appoint one-half ($\frac{1}{2}$) of the members of the committee, at least one from each academic division. The President shall appoint one-half ($\frac{1}{2}$) of the members of the committee. The President shall designate a committee chair and charge the committee with developing a plan. The chair shall vote only in case of a tie.
2. In the event that the ad hoc financial exigency committee plan is not accepted by the President, the President shall submit reasons to the committee so that the committee has at least five (5) working days to give careful consideration to the President's reasons and to make any amendments to the plan in response thereto that the committee deems appropriate.
3. Any committee plan(s) submitted to the President shall also be submitted to the Faculty Senate.
4. In the event the President does not approve the (revised) plan, the President shall submit his/her plan to the Chancellor. The President shall also submit the (revised) committee plan together with the reasons for rejecting it.

Article 15

Retrenchment

15.2 Retrenchment for Curricular Revision: Procedural Interpretations

Pursuant to NSHE Code, TMCC will create an academic planning process to review and recommend continuance, discontinuation, reduction in size or reorganization of an academic project, program or curriculum. Then the College will assure sufficiently broad faculty representations in the academic planning process.

15.3 Retrenchment Grievance Committee Composition under NSHE Code; Procedural Interpretations

In the event the President of TMCC establishes employment review committees under the provisions of the NSHE Code, implementation shall be consistent with the following interpretations:

1. The President of TMCC agrees that employment review committees established pursuant to the NSHE Code shall consist of no fewer than five (5) members.
2. The Faculty Senate as a body according to its Bylaws shall appoint one-half (½) of the members of the committee. The President shall appoint one-half (½) of the members of the committee in addition to the committee chair.

15.4 Retrenchment Grievances

Implementation of the provisions of the NSHE Code shall be consistent with the foregoing. Grievances alleging violations of this Code provisions shall not be subject to the grievance procedure contained in this Contract. Such grievances shall be subject to reconsiderations under Board of Regents, Title 2, Chapter 5. Claims that the provisions of the NSHE Code have not been applied consistently with the foregoing shall be subject to the grievance procedure contained in this Contract.

Article 16

Miscellaneous

16.1 Completeness of Contract

This writing constitutes the entire Contract between the parties, and no oral statement shall add to or supersede any of its provisions; nor shall any action or practice under this Contract modify its clear terms unless expressly agreed to in writing by the parties.

16.2 Savings Clause; Severability

All provisions of this Contract shall be applicable, performed or enforced only to the extent permitted by law. In the event that any provision of this Contract is or shall at any time be found by a tribunal of competent jurisdiction to be contrary to law, all other provisions of this Contract shall remain in force and effect, and the parties shall meet for the purpose of negotiating a substitute for the void provision. “Law” as used herein shall include statutory laws, executive orders and other rules properly adopted which have the force and effect of law.

16.3 Individual Faculty Contracts

Individual faculty contracts shall be consistent with this Contract.

16.4 Bargaining on a Successor Contract

The parties agree to commence bargaining for a successor Contract, at a time and place mutually convenient to the parties.

16.5 Duration

This Contract shall become effective December 16, 2019 and shall remain in effect until the close of business on June 30, 2022. At the conclusion of any year, by mutual Contract of the TMCC-NFA and the administration, this Contract may be reopened for minor modifications which will be handled by a memorandum of understanding.

16.6 Choice of Laws and Choice of Forum

Article 16

Miscellaneous

Any legal dispute brought under this Contract shall apply the laws of the State of Nevada in interpreting this Contract as well as in enforcing the same, without giving effect to its conflict of law principle.

Any action filed to litigate any element of this agreement are to seek the interpretation thereof shall be filed in the Second Judicial District Court in Washoe County, State of Nevada, unless preempted by federal law in which case it shall be filed in the U.S. District Court for the State of Nevada, in Reno, Nevada.

16.7 Lawful Disclosure

Any disclosure of information that is prohibited herein shall be allowed if done pursuant to lawful subpoena or court order.

16.8 Fiscal Consideration

In the event that the NSHE financial status is seriously impacted by the passage of any state or federal law, which restricts the budget of any of the special assignments provided for in this contract, the release time equivalencies and/or stipends may be open for renegotiation.

Any such renegotiation shall have general application and not individual application.

16.9 Notice by Writing

Any time that notice may be given in the contract in or by, “writing” or “written” such notice may be given by e-mail.

16.10 The TMCC-NFA may purchase up to one 3-credit course release per semester for the TMCC-NFA President to perform by paying TMCC the amount of compensation paid to a TMCC part time instructor in effect at that time.

16.11 At the request of a faculty member any release or reassigned time for department chair duties, which is described in Article 8, Academic Program Coordinators/Directors duties,

Article 16

Miscellaneous

which is described in Article 11, or in the Workload Policy, which is described in Appendix A, such release or reassigned time may be taken as a stipend which is equal to the current compensation per credit for part time instructors. No faculty member may be compensated and released for more than the equivalent of 21 credits per semester except in extraordinary circumstances as determined and approved by the Vice President of Academic Affairs.

Appendix A

Faculty Workload Policy

Workload is the primary measure of how a faculty member fulfills his/her contract. It is measured in contact hours and applied uniformly throughout the College. The Board of Regents Code defines a minimum load for a faculty member at a community college as thirty (30) credits per academic year. Every attempt should be made to ensure that student needs and faculty welfare are considered in the assignment of faculty workload. The following rules shall govern workload at TMCC:

1. Contact hours include formal class/lab meetings, whether for credit or not for credit, but part of a for-credit program.
2. A standard of fifteen (15) contact hours per week per semester should be used to schedule full-time instructional faculty. Except in extraordinary circumstances, tenured faculty may refuse a teaching assignment beginning after 5:00 p.m. which is directly followed by an early morning assignment (before 9:00 a.m.) or for more than two consecutive courses in a row. Department course schedules are designed to meet student and programmatic needs. Departments shall establish and maintain an equitable process for course assignments.
3. A six-credit (6) per semester overload teaching limit, paid at the part-time rate, will be upheld consistently throughout all instructional divisions except in the case of an emergency (sudden resignation, unexpected absence, etc.) when a faculty member may be granted an exception with the recommendation of the Department Chair and approval of the Dean and Vice President.
4. Independent study courses and internship instruction will not count toward faculty contractual loads or overload. The maximum number of independent study students that a single faculty member may oversee shall not exceed ten (10) in a single semester.

Appendix A

Faculty Workload Policy

5. Course enrollment caps are determined by the department with the approval of the Dean and Vice President. Course enrollment caps reflect the responsibilities other than direct instruction, including but not limited to, the pedagogical methods employed, safety concerns, and the need for individualized attention. No discipline may set their maximum class size to greater than fifty (50) students with the exception of instructor-assisted open entry classes. No overload will be paid for classes wherein the enrollment exceeds its established enrollment cap when done with the consent of the individual instructor.
5. Faculty members who co-teach a class will be compensated on a prorated basis not to exceed the number of total contact hours that a single faculty member would be credited for if he/she taught the course (for example two faculty members who teach a three (3) credit (3 contact hours) class will each get 1.5 contact hours or some other combination leading to a total of 3 contact hours). This section does not apply to learning community teaching assignments.
6. Academic faculty members who teach noncredit or continuing education classes that are not a part of their regular workload will be paid as reflected in the agreements between the hiring supervisor and the faculty member. Faculty shall not be paid for teaching noncredit classes that conflict with their normal contractual obligations.
7. Counseling faculty work thirty-five (35) hours/week with the number of scheduled days determined by the approved academic calendar. Counselors' schedules are agreed upon by the respective Vice President.

Online Instruction

The college recognizes the growing importance of online instruction, including online teaching as well as any course that has online components. Faculty and staff have invested significant amounts

Appendix A

Faculty Workload Policy

of time to develop courses, online degrees, and certificates. If there is need for a course to be created or modified to support a specific degree or certificate, the college may offer faculty a stipend or release time for development through the negotiated process for special assignments agreed upon in the NFA contract. The Web College Department will work with faculty, Deans, and Directors in the development and support of online courses to include design, approaches to online learning as well as adherence to the Faculty Standards for Online Instruction as approved by Faculty Senate. The Web College Department will ensure appropriate training for faculty teaching online is held each semester. Online courses are subject to the same academic discipline standards and management as any course in a traditional classroom setting.

Full Time Faculty Contractual Load (based on Contact Hours)

1. “A” Contract Faculty:

- a. “A” contract instructional faculty are faculty who have accepted responsibility for a multitude of related activities which may include teaching, student interaction, institutional service or administrative duties. “A” contract instructional faculty may be Department Chairs, Coordinators, APCs, APDs, Librarians and other such faculty as may be determined by institutional need and contractual obligations. “A” contract instructional faculty work year round and earn annual leave. “A” contract instructional faculty work the equivalent of fifteen (15) contact hours per semester (fall & spring) and work thirty-five hours per week during the summer and academic breaks.
- b. No overload is paid to instructional “A” contract faculty except for work done outside of the work hours as approved by the division Dean.

2. “B” Contract Faculty:

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Faculty Workload Policy

- a. “B” contract faculty are faculty who are capable of, and committed to, being involved in a multitude of related activities which include teaching, student interaction and institutional service. “B” contract faculty are teaching and counseling faculty. “B” contract faculty work a ten (10)-month year and do not earn annual leave.
 - b. “B” contract faculty teach the equivalent of thirty (30) contact hours per year.
 - c. “B” contract faculty teach the equivalent of fifteen (15) contact hours per week per semester (fall & spring).
 - d. “B” contract faculty maintain five (5) hours per week office hours on campus unless other specific arrangements are made with the Dean.
 - e. “B” contract faculty maintain five (5) hours per week institutional service, staff development, etc.
 - f. “B” contract faculty work at least ten (10) hours per week on instructional activities including grading, preparation, etc.
 - g. “B” contract faculty work a minimum of 172 days in an academic year.
 - h. The following events are mandatory for faculty to attend: Convocation (fall and Spring) and Commencement.
 - i. In some circumstances plus days may be added to “B” contracts to accommodate additional assignments per approval of the Vice President. Counseling faculty work thirty-five (35) hours/week with the number of scheduled days determined by the approved academic calendar. Counselors’ schedules are agreed upon by the appropriate Vice President or designee.
3. Instructor-Assisted Open Entry

In line with the faculty workload policy, faculty teaching instructor-assisted open entry

Appendix A

Faculty Workload Policy

classes are responsible for thirty-five (35) contract hours total per week during a semester consisting of the following:

- a. Twenty-five (25) hours of on-site instructional activities including grading, preparation, a minimum of twenty (20) lab/classroom instruction hours as required by individual disciplines.
 - b. Five (5) office hours
 - c. Five (5) hours per week of institutional service
4. Faculty Advising

Full-time faculty are eligible to receive the equivalent of 3 credits of workload annually to participate in the TMCC faculty advising program with mutual agreement between the Faculty member and the faculty member's supervisor. The program requires: 1) that Faculty advise 25 to 30 students annually, unless otherwise agreed upon; 2) annual training provided by TMCC Advising; 3) assignment and co-reporting to a full-time TMCC advisor specific to this workload responsibility with the intent of providing ongoing support, student interaction tracking and assessment.

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Faculty Workload Policy

5. Contact Hour Calculations

Definitions for Table 1.0

Contact Hour (CH) is the primary unit of measure for workload, and is a unit of instruction whereby faculty are involved with students in a class or laboratory setting. A standard workload is fifteen (15) contact hours per semester.

Compensated Contact Hours (CCH) is the number of Contact Hours the instructor is compensated for.

Contact Hour Ratio (CHR) is the ratio of Contact Hours to the Compensated Contact Hours (CCH).

CCH = CH x CHR. When the Contact Hour Ratio = 1.0, then the Contact Hours (CH) equals the Compensated Contact Hours (CCH). When the CHR is less than 1.0, then the Contact Hours does not match the Compensated Contact Hours.

Example 1: an instructor is in a lab for 2 hours per week and the lab has a CHR of 0.60, the instructor is compensated for 1.20 Contact Hours (CCH = 1.20).

Example 2: (non-major Science class)

An instructor teaches a lecture class that has 3 Contact Hours per week, plus a lab that meets 4 times per semester for 3 hours each, for a total of 12 lab hours per semester. The lab Contact Hours per week = $12/15 = 0.80$ CH.

The lecture and lab both have a CHR = 1.0.

$$\text{CCH} = (3 \text{ lecture CH} \times 1.0 \text{ CHR}) + (0.80 \text{ lab CH} \times 1.0 \text{ CHR}) = 3.80 \text{ CCH}$$

Example 3: (Visual Arts combined lecture/lab class)

An instructor teaches four lecture/lab classes that have 5 Contact Hours per week: 3 are lecture and 2 are lab. The lecture CHR = 1.0, and lab CHR = 0.60.

Compensated Contact Hours for each class:

$$(3 \text{ lecture CH} \times 1.0 \text{ CHR}) + (2 \text{ lab CH} \times 0.60 \text{ CHR}) = 4.20 \text{ CCH}$$

Total workload Contact Hours = four classes x 4.20 = 16.8 CCH.

$$\text{Overload} = 16.8 - 15.0 = 1.8 \text{ CCH}$$

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Faculty Workload Policy

Table 1.0: Contact Hour Ratios

| Instructional Area | Contact Hour Ratio (CHR) | Example Class – Contact Hours (CH), Compensated Contact Hours (CCH) |
|---|--------------------------|---|
| Standard Instruction | 1.0 CHR | 3 Contact Hours per week (per class) 3 Contact Hours = 3.0 CCH |
| Standard Science Labs (“Majors Lab”) that meet weekly. | 1.0 CHR | 3 Contact Hours per week (per class) 3 Contact Hours = 3.0 CCH |
| Science Labs (“Non-majors Lab”) that meet four times per semester. (EG: BIO 100, CHRM 100, ENV 100, PHYS 100, and other labs with four total meetings/course) | 1.0 CHR | 4 labs per semester with 3.0 CH per lab 12 Contact Hours per semester 0.80 Contact Hours (per week) = 0.80 CCH |
| Allied Health Clinical: Instruction that requires continual on-site supervision in a clinical setting when students are present | 1.0 CHR | 3 Contact Hours = 3.0 CCH |
| Allied Health Clinical: Instruction that requires monitoring of students at distant clinical sites, but not direct supervision of students when on-site | 0.75 CHR | 3 Contact Hours = 2.25 CCH |
| Labs or Studios for Physical Education (PEX), Dance (DAN), Studio Art (ART), Graphic Arts (GRC, VIS), Music (MUS, MUSA) Theatre (THTR) Labs or Studios | 0.60 CHR | PEX Lecture/Lab class: Eg: 2 Contact Hours per week total (1 hr Lecture x 1.0 CHR) + (1 hr Lab x 0.60 CHR) = 1.60 CCH ART Lecture/Lab class; Eg: 5 Contact Hours per week total (3 hr Lecture x 1.0 CHR) + (2 hr Lab x 0.60 CHR) = 4.2 CCH |

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Faculty Workload Policy

Table 2.0: Compensation and Reassign Time

| Independent Instruction | Compensation |
|--|--|
| Independent Instruction, Internships, Practicum | Compensation per student is calculated by multiplying the number of credits by the State Operating Budget portion of the registration fees as defined in Chapter 7, Section 17 of the NSHE Procedures and Guidelines Manual. |
| Private Instruction | \$300/semester for ½- hour lessons per week per student. |
| Position | Reassigned Time |
| Department Chairs | Determined by NFA Contract, Per approval of VP |
| Academic Program Coordinators & Academic Program Directors | Determined by NFA Contract, Per approval of VP |
| Faculty Senate Chair | 50% release time Consisting of 15 credits per year or 7.5 credits per semester excluding summer/winter term B+20 days. |
| Faculty Senate Chair-Elect | 25% release time, Consisting of 7.5 credits per year or 3.75 credits per semester excluding summer/winter term. \$1000 stipend |
| Faculty Senate Committee Chairs | 15 credits per semester to be allocated by the Faculty Senate as deemed equitable at its discretion. Faculty senate must notify Human Resources in writing of the allocation. |
| Other College Approved Assignment | Variable, Administrative approval |
| Non-Reoccurring Assignment/Medical Leave | 1-15 credits per semester, Administrative approval |

* Reassigned time may be altered by NFA contract and is awarded at the rate of thirty-five (35) hours per credit adjusted for the term

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Faculty Workload Policy

Overload Policies

1. Instructional overload will be paid at the TMCC approved rate for part-time instruction.
2. In an individual semester, faculty may teach no more than six (6) overload contact hours (including release time, classes, and web classes) over their established regular faculty workload contract except with the recommendation of the Department Chair/Academic Program Coordinator/Director and approval of the appropriate Dean and Vice President.
3. Summer school overload must be approved by the Vice President or his/her designee.
4. Overloads for Instructor-Assisted Open Entry classes are based on the part-time rate for credit divided by 20 for each hour above required contract hours.

Article 17

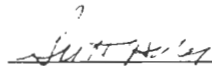
Conclusions of Negotiations

The parties agree that they had a complete and full opportunity to raise and discuss all items within the scope of bargaining as specified in the Board of Regents Handbook: that they have settled for the term of the Contract those that have been negotiated; as to the remainder, the union waives the right to bargain with respect to them during the term of this Contract. This contract shall take effect on December 16, 2019, and remain in effect until June 30, 2022.

SIGNATURES OF AGREEMENT

Dated this 21 day of December, 2019.

FOR TMCC-NFA



Scott Huber, NFA President

TMCC PRESIDENT



Dr. Karin Hilgersom, President